

# JINDAL STEEL & POWER LIMITED F-02(PUR/SOP-01)

( MACHINERY DIVISION ) 13 K.M.STONE,GE ROAD,NH6, MANDIR HASAUD RAIPUR - 492101 CHATTISGARH Ph:-0771-2471205 Fax:-0771-247214

# **PURCHASE ORDER**

Vendor:502452 ADONI TECH SLU-w-39

ADDITIONAL MIDC

SATARA Satara 415004 Maharashtra India

GSTIN No: 27AHAPA3555B1Z1

Sales Person / Tel No: / Email:-adonitech@gmail.com

PURCHASE ORDER No:4531049409

Purchase Order Date: 23.09.2023
Contact Person: RAJESH NAYAK
Email ID:r.nayak@rpr.jspl.com

Phone No:/Extn: 3054622/3054639/2739

Mobile No:9827477784 GST IN : 22AAACJ7097D1ZQ CIN No : L27105HR1979PLC009913

PAN No : AAACJ7097D

Please supply the following material as per the terms and conditions mentioned below and as per attached annexure-01

Item	Material # Materi	ial Qty Description		UOM	Unit Price	Discount	Net Amt ( INR )
10	1000567121	BUFFER;HYD,MN:KHG65	4.000	PC	xxxxxx		xxxxxx
	IN: Integrated GST	18.00					XXX
	Item Text2  BUFFER;  TYPE: HYD; MODE!  HSN CODE: 9403 10	L NUMBER: KHG65-25 <b>10</b>					
		Delivery Qty					
	•	.000 PC					
20	Unloading Point:Raip 1000578867	bur Machinary DivisionRAIPUR BUFFER;HYD,MN:KHG85 -100	4.000	PC	XXXXXX		xxxxxxx
	IN: Integrated GST	18.00			XXXX		XXXXX
	Item Text2						
	BUFFER;						
	TYPE: HYD;						
	MODEL NUMBER: H	·					
	MAKE:ADONI TECH	1					

HSN CODE: 9403 10 10

Delivery Date Delivery Qty 15.12.2023 4.000 PC

Unloading Point:Raipur Machinary DivisionRAIPUR

30 1000567121 BUFFER;HYD,MN:KHG65 4.000 PC XXXXXX XXXXXX

-25

IN: Integrated GST 18.00 XXXXX0



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### for JINDAL STEEL & POWER LIMITED

( Authorized Signatory )

Continuation Sheet...
PO No: 4531049409

Pur Grp 312

Net Amt (INR)

Item Text2

BUFFER;

TYPE: HYD; MODEL NUMBER: KHG65-25

HSN CODE: 9403 10 10

Delivery Date Delivery Qty 15.12.2023 4.000 PC

Unloading Point:Raipur Machinary DivisionRAIPUR

40 1000578867 BUFFER;HYD,MN:KHG85 4.000 PC XXXXX XXX,000.00

-100

IN: Integrated GST 18.00 XXXX

Item Text2

BUFFER; TYPE: HYD;

MODEL NUMBER: KHG85-100,

MAKE:ADONI TECH
HSN CODE: 9403 10 10

Delivery Date Delivery Qty 15.12.2023 4.000 PC

Unloading Point:Raipur Machinary DivisionRAIPUR

50 1000567121 BUFFER;HYD,MN:KHG65 4.000 PC XXXX.000 XXX,000.00

-25

IN: Integrated GST 18.00 XXXX

Item Text2

BUFFER;

TYPE: HYD; MODEL NUMBER: KHG65-25

HSN CODE: 9403 10 10

Delivery Date Delivery Qty 15.12.2023 4.000 PC

Unloading Point:Raipur Machinary DivisionRAIPUR

60 1000578867 BUFFER;HYD,MN:KHG85 4.000 PC xxxxxxxx xxxxx xxxxxxxxxxx

-100



**Item Material # Material** Qty UOM **Unit Price Discount Net Amt** 

(INR) **Description** IN: Integrated GST 18.00

XXXXX

Item Text2

BUFFER; TYPE: HYD;

MODEL NUMBER: KHG85-100,

MAKE:ADONI TECH HSN CODE: 9403 10 10

**Delivery Date Delivery Qty** 15.12.2023 4.000 PC

Unloading Point:Raipur Machinary DivisionRAIPUR

1000567121 BUFFER; HYD, MN: KHG65 4.000 XXXXXXX 70 PC XXX000.00

-25

IN: Integrated GST 18.00 9720

Item Text2

BUFFER:

TYPE: HYD; MODEL NUMBER: KHG65-25

HSN CODE: 9403 10 10

**Delivery Date Delivery Qty** 15.12.2023 4.000 PC

Unloading Point:Raipur Machinary DivisionRAIPUR

80 1000578867 BUFFER; HYD, MN: KHG85 4.000 PC xxxxxxxx XXXXXXXXX

-100

IN: Integrated GST 18.00 XXXXX

Item Text2

BUFFER; TYPE: HYD;

MODEL NUMBER: KHG85-100,

MAKE:ADONI TECH HSN CODE: 9403 10 10

**Delivery Date Delivery Qty** 15.12.2023 4.000 PC

Unloading Point:Raipur Machinary DivisionRAIPUR

90 1000567121 BUFFER; HYD, MN: KHG65 4.000 PC XXXX XXXX000.00

-25

XXXX IN: Integrated GST 18.00

Item Text2

BUFFER:

TYPE: HYD; MODEL NUMBER: KHG65-25

HSN CODE: 9403 10 10

**Delivery Date Delivery Qty** 15.12.2023 4.000 PC

Unloading Point:Raipur Machinary DivisionRAIPUR

1000578867 BUFFER; HYD, MN: KHG85 4.000 100 PC xxxxxxx **XXXXXXXXX** 

-100

IN: Integrated GST 18.00 XXXXX



Item Text2
BUFFER;
TYPE: HYD;

MODEL NUMBER: KHG85-100,

MAKE:ADONI TECH
HSN CODE: 9403 10 10



Item Material # Material Qty UOM Unit Price Discount Net Amt

Description (INR)

Delivery Date Delivery Qty

15.12.2023 4.000 PC

Unloading Point:Raipur Machinary DivisionRAIPUR

110 1000567121 BUFFER;HYD,MN:KHG65 4.000 PC 13,500.00 54,000.00

-25

IN: Integrated GST 18.00 9720

Item Text2

BUFFER;

TYPE: HYD; MODEL NUMBER: KHG65-25

HSN CODE: 9403 10 10

Delivery Date Delivery Qty 15.12.2023 4.000 PC

Unloading Point:Raipur Machinary DivisionRAIPUR

120 1000578867 BUFFER;HYD,MN:KHG85 4.000 PC xxxxxxxx xxxxxxx xxxxxxxxx

-100

IN: Integrated GST 18.00 XXXXX

Item Text2

BUFFER; TYPE: HYD;

MODEL NUMBER: KHG85-100,

MAKE:ADONI TECH
HSN CODE: 9403 10 10

Delivery Date Delivery Qty 15.12.2023 4.000 PC

Unloading Point:Raipur Machinary DivisionRAIPUR

130 1000567121 BUFFER;HYD,MN:KHG65 4.000 PC xxxxx xxx,000.00

-25

IN: Integrated GST 18.00 9720

Item Text2

BUFFER;

TYPE: HYD; MODEL NUMBER: KHG65-25

HSN CODE: 9403 10 10

Delivery Date Delivery Qty 15.12.2023 4.000 PC

Unloading Point:Raipur Machinary DivisionRAIPUR

140 1000578867 BUFFER;HYD,MN:KHG85 4.000 PC xxxxxxxx xxxxxx xxxxxxxxxx

-100

IN: Integrated GST 18.00 XXXXX

Item Text2

BUFFER; TYPE: HYD;

MODEL NUMBER: KHG85-100,



MAKE:ADONI TECH
HSN CODE: 9403 10 10

Delivery Date Delivery Qty

15.12.2023 4.000 PC

Unloading Point:Raipur Machinary DivisionRAIPUR

150 1000567121 BUFFER;HYD,MN:KHG65 4.000 PC xxxxxx xxxxx,000.00

-25

IN: Integrated GST 18.00 9720

Item Text2

BUFFER;

TYPE: HYD: MODEL NUMBER: KHG65-25

HSN CODE: 9403 10 10

Delivery Date Delivery Qty 15.12.2023 4.000 PC

Unloading Point:Raipur Machinary DivisionRAIPUR

-100

IN: Integrated GST 18.00 XXXXX

**Item Text2** 

BUFFER; TYPE: HYD;

MODEL NUMBER: KHG85-100,

MAKE:ADONI TECH HSN CODE: 9403 10 10

Delivery Date Delivery Qty 15.12.2023 4.000 PC

Unloading Point:Raipur Machinary DivisionRAIPUR

Header Text - REF:

your final price sent to Mr. Pushkar Devangan and commercial terms to Mr.Pushkar Devangan - Delivery

The delivery of the material should be as per the mentioned delivery date. Subjected to change according to project requirement.

- Scope of Supply:

Material shall be supplied as per approved specification approved by user deptt / All technical terms and conditions as freezed by technical dept.

- Inco-terms :
- (i). Price Basis: FOR , JSPL, Raipur
- (ii). Payment Terms:100% against 30 days credit (
- iii). Warranty:

The goods supplied under the purchase order will be warranted by the supplier for quality material, workmanship and satisfactory performance for a period of 12 months from the date of installation at buyer's end or 18 months from the date of dispatch whichever is earlier. During this period, if anything is found effective or performance is found deteriorated, the seller will arrange for free rectification/ replacement of the ordered goods. Further, the buyer also reserves the right to ask for refund of entire amount paid to the seller in case the seller fails to satisfy the buyer for quality of material, workmanship, performance during the warranty period.

- (iv). Taxes and duties shall be extra as applicable to JSPL.
- (v). Test Certificate & Warranty certificate to be provided with the supply.
- No material shall be dispatched without MDCC. Material dispatched without MDCC shall be summarily rejected.



Item Material # Material Qty UOM Unit Price Discount Net Amt

Description (INR)

- Material to be supplied in adherence to the quantity mentioned in the purchase order. No positive tolerance in quantity to be accepted. Any positive tolerance supplied over and above the quantity mentioned in Purchase order will be treated as FOC (Free of Cost).

- This price is firm and fixed till order is fully executed. No price escalation is permitted.

 Net Value ( INR )
 xxxx,000.00

 GST Value
 xxxxxx.00

 Gross Value
 xxxxxxxx.00

TOTAL AMOUNT IN WORDS: XXXXXXXX LAKH XXXXXXX THOUSAND XXXXXX AND ZERO PAISE ONLY



Continuation Sheet... PO No: 4531049409

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#### **Terms & Conditions**

Price Basis: Free on Road JSP RAIPUR

Payment Terms: 100% payment agst certified bills within 30 days

Payment Method: S Net banking H2H

Freight :Paid
Header Text
Insurance

Shall be under vendor scope

#### Mode of Despatch

Road

#### **TRANSPORTATION**

If the order has been placed on F.O.R. RAIPUR basis, both freight and insurance charges shall be considered as part of PO price and the loss, breakages or any damages during transit, due to any cause whatsoever, shall be borne by the SELLER only.

In case of Ex-works or FOR (designated Dispatch Location) dispatch of material will be done only through our nominated transporters as indicated below-

a)For material where the weight is < ( less than) 5 MT.

b)For material where weight is > ( more than) 5 MT.

SELLER will intimate concerned BUYER well in advance for making arrangement to lift the material. The SELLER will also send details of dispatch to BUYER within 24 Hrs. of dispatch.

#### **Road Permit Clause**

Inter State

The requirement of road permit 's shall be intimated by the seller in advance for dispatch of material.it is mandatory for the supplier to dispatch the material before expiry of three days from the online accepted status of road permit as per Chattisgarh sales tax online road permit notification .if the consignment of dispatched without the proper road permit the same will be rejected & returned at the Cost, Risk & responsibility of the supplier and no payment shall me made to the supplier .Any financial losses due to penalty /fine etc. imposed on the consignment by Chattisgarh Sales Tax Authority arising due to non-compliance of the above Chattisgarh Sales tax notification in any respect shall be borne by the supplier in any respect, entirely .

#### Test Certificate required along with the supply

Material Test certificate

# Warranty

Unless otherwise specified, the goods supplied under the purchase order will be warranted by the supplier for quality material, workmanship and satisfactory performance for a period of 12 months from the date of installation at buyer's end or 18 months from the date of dispatch whichever is earlier. During this period, if anything is found defective or performance is found deteriorated, the seller will arrange for free rectification/replacement of the ordered goods.

Further, the buyer also reserves the right to ask for refund of entire amount paid to the seller in case the seller fails to satisfy the buyer for quality of material, workmanship, performance during the warranty period.

# Inspection Clause

Unless otherwise specified inspection of material's shall be carried out at JSPL Site

In the event of supplied material not matching with our TS requirement's the same shall be rejected & returned at your risk & cost.

#### LD for delay in supply

In the event, seller fails to supply goods as per delivery mentioned in purchase order, penalty @ 0.5% of total basic order value per week of delay or part thereof subject to a maximum of 5% of total basic order value shall be levied, without prejudice to any other right to remedy available under the purchase order.

# REJECTION CLAUSE

STEEL & POWER

In the event of the Seller fails to comply with any of the Terms and Conditions of this contract and/or perform or observe the obligations imposed on it Buyer shall be entitled to forthwith terminate this order. Upon such termination, the injured party shall be entitled to claim all damages/costs and expenses etc. which it may suffer/incur as a result thereof.

#### Documents required along with consignment

#### Tax Invoice(GSTIN):

- (A)Material code ,Material description ,Prices and tax calculation must be matching with Purchase order.
- (B)You should raise Tax Invoice against our single PO only and not clubbed multiple P.O in One Invoice .
- (C) Tax Invoice (GSTIN) should be as per norms/rules specified by Govt of India under GST invoice Rules 2017. (D)HSN code of goods should be mentioned in Tax invoice(GSTIN)

#### ARBITRATION AND APPLICABLE LAW

- All dispute arising out of or in connection with this Agreement, including, but not limited to any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the Rules of Arbitration of Indian Council of Arbitration (ICAI Rules) framed thereunder and any amendments thereto.
- The Tribunal shall consist of a sole arbitrator to be appointed by the parties. In event of any disagreement between the parties pertaining to the appointment of the sole arbitrator, each of the parties shall be appointing one arbitrator. The two arbitrators appointed would then appoint the Chief Arbitrator in order to constitute a three member Arbitral Tribunal. The language of the arbitration shall be in English and the seat of the arbitration shall be at buyer's place.

#### TERMINATION

"IF JSPL finds any deviation in supplied material from our specified technical specification/Sample then JSPL will reject the material. Seller will arrange the rectification/replacement within 15 days of buyer#s intimation to them. In case of pre-paid supplies, the rejected material will be returned to the seller on freight to pay basis after receipt of the replacement. The losses incurred by JSPL during the intervening period shall be recovered from the Seller.

If the seller does not take any action in respect of rejected or damaged materials lying at JSPL or transporter#s end, the same will be entirely at the risk and responsibility of the seller. JSPL also has the option to charge for ground rent for the space occupied in Plant Stores/premises, all expenses and inconvenience after 15 days from the date of intimation till the actual date of removal."

#### Order Acknowledgement

Acknowledgement /Order Acceptance should be send within 3 days of receipt of Order .IF the acceptance is not received within 3(Three) days from the date of receipt of Order then this order would be consider to have been accepted by the supplier

### CONSIGNEE & TAX INVOICE (GSTIN) TO:

JINDAL STEEL & POWER LIMITED GE ROAD, NH6, MANDIR HASAUD, RAIPUR

#### GSTIN: 22AAACJ7097D1ZQ

Payment Instruction: Please note that you have provided following details for payments to you

Bank A/c : 50200032942329, Bank : HDFC BANK LTD, Branch IFSC Code:

For any inquiries related to payment status of invoice(s), remittance details, deduction details or account reconciliation, please write to sscfasd@jindalsteel.com

#### Specific Instructions to 11 Supplier

- 1 Quality to supplies must be as defined in Our Purchase order
- 2 Quantity to supplies must be as defined in Our Purchase order
- 3 if JSPL weight and Lab report in Final for billing then credit note required for weight and lab report difference along with excise invoice.
- 4 .GST (where applicable ):

(A)For the purposes of this Clause the following expressions shall have the meaning given as under:

(i)GST - means any tax imposed on the supply of goods or services or both under applicable GST Law.

(ii)Cess-means any applicable cess, existing as on date or applicable in future on the supply of goods or services or both.

(iii)GST LAW - means IGST Act 2017, GST (Compensation to the States for Loss of Revenue) Act 2017, CGST Act 2017, SGST/UTGST Act 2017 and all related ancillary legislations.

(B)The rates quoted by the Vendor shall be inclusive of all taxes, duties, levies and Cess except GST and compensation cess.

STEEL & POWER Vendor has to clearly show the amount of GST/compensation cess separately in the Tax Invoices raised by them. Further, it is the responsibility of the Vendor to make all possible efforts to make their Accounting/IT system GST compliant in order to ensure timely availability of Input Tax Credit (ITC) to JSPL.

(C)In case of variation (increase/decrease) in the rate of GST after the date of agreement, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows:

(i)If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered.

(ii)In other cases (i.e. where input tax credit is not available), the said revised rate shall be reimbursed or recovered only if the reasons for extension of the contract is attributable to JSPL

(D)In cases where GST is leviable on any supplies / facilities provided by JSPL and used by Vendors and the consideration for which is recovered by JSPL in the form of reduction in the value of invoice raised by Vendor, then JSPL shall raise GST invoices on such transactions and the same will be borne by Vendors.

(E)Vendor agrees to do all things not limited to providing GST compliant invoices, debit notes, credit notes or other documentation as per GST law relating to the above supply, payment of taxes, timely filing of valid statutory returns / statements for the tax period on the Goods and Service Tax Portal etc. that may be necessary to match the invoice on GSTN common portal and enable JSPL to claim input tax credit in relation to any GST payable under this Agreement or in respect of any supply under this Agreement. GST charged on debit notes shall be reimbursed only if such debit notes are issued within the prescribed time limit for availing of credit.

(F)In the event Vendor issues a credit note to the JSPL, such credit note shall include GST component only in circumstances set out under the GST law and upon mutual agreement between Vendor and JSPL. This shall be subject to the condition that Vendor shall comply with the procedural requirements relating to issuance of credit notes under the GST law.

(G)In case the Input Tax Credit of GST is denied or demand is recovered from JSPL on account of any non-compliance by the Vendor, including non-payment of GST charged and recovered, the Vendor shall indemnify JSPL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. JSPL, of its discretion, may also withhold/recover such disputed amount from the pending payments of the Vendor.

The above action can be initiated even when the timelines / thresholds as prescribed by the Government in the GST law, rules, circulars, public announcements, etc. have been breached (e.g. Government portal does not allow filing of GSTR 1 statement if the periodic GST returns, GSTR 3B, are not filed for a prescribed period). In other words recovery from JSPL by the concerned Revenue / Government authority will not be a criteria to enable JSPL to withhold / recover such amount. Such amount can be withheld / recovered where it is visible or established that Vendor has breached / non-complied with the timelines under the GST law, rules, circular, public announcements, etc. which will disentitle JSPL to take ITC or delay the ITC, as the case may be.



- (H) Vendor shall maintain high GST compliance rating track record at any given point of time.
- (I)Vendor is required to pass on the benefit arising out of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price.
- (J)Vendor shall avail the most beneficial notifications, abatements, exemptions etc., if any, as applicable for the supplies under the Goods and Service Tax.
- (K)For the purposes of the above-mentioned requirements, the Vendor shall provide documents as may be necessary and shall allow inspection of the same to JSPL
- (L)JSPL shall charge GST (where applicable) over and above on the liquidated damages and other deductions reduced from the price payable to the Vendor against supply of goods or services or both (To be mentioned if applicable)
- 5.Excise duty and CST / State sales tax (where applicable):
- A.The rates quoted by the Vendor shall be inclusive of all taxes, duties, levies and Cess except GST and compensation cess.
- B.The vendor will issue proper Excise and Sales tax invoice under the respective laws which will enable JSPL to avail ITC / refund (where applicable).
- C.Vendor will ensure submission of duplicate copy (Transporter's copy) of Excise invoice under rules II of the central Excise rules 2002 and or cenvat credit rules 2002
- D.In case the Vendor fails to submit the requisites documents, then the amount of duties/taxes / levies as indicated in the quotation /Invoice/purchase order shall be deducted from the bills /Invoice.
- 6 .Income Tax
- Applicability of TDS provision u/s 194Q from 1st July 2021
- (i)With effect from 1st July 2021, TDS provision u/s 194Q of the Act will be applicable on purchase transaction @ 0.10% on aggregate purchases during the year is over and above INR 50 Lakhs from a supplier. The TDS shall be applicable on payment or booking of invoice expense, whichever is earlier.
- (ii)Further, the provision of section 194Q of the Act overrides the TCS provision U/s 206C (1H) of the Act. Therefore, in case provisions of both the sections are applicable, JSPL shall deduct the TDS U/s 194Q of the Act.
- (iii)Furthermore, as per the Provisions of Section 206AB of the Income tax Act, if the supplier has not filed its Income Tax Return (ITR) for preceding 2 previous years and in his/ her/ its case the TDS & TCS is INR 50,000 or more in each of the two previous years then in such case, the said supplier is to be considered as Specified Person and applicable rate of TDS will be 5%.
- (iv)As soon as the supplier/ vendor becomes unspecified person from Specified person in compliance with the provisions of section 206AB of the Income Tax Act, it will be the responsibility of the supplier to intimate the fact to JSPL so that JSPL can deduct TDS at normal rates instead of higher rates as mentioned in the above clause.
- Applicability of TCS provision u/s 206C(1H) up to 30th June 2021

In order to comply with the TCS provision u/s 206C (1H) of the Income tax Act 1961, JSPL is disclosing its PAN "AAACJ7097D" in the P.O so that TCS will be collected by vendor at the rate of 0.10% prescribed under this section. In case of collection of TCS from JSPL, Vendors are required to file TCS Return (i.e. Form 27EQ) timely and also duly issue the TCS Certificate (i.e. Form 27D). In case there is any delay and the amount of TCS does not get reflected in form 26AS then the vendor shall reimburse back the amount to JSPL. ".



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