

**PURCHASE ORDER**  
(Purchase Dept)

**NATIONAL ALUMINIUM COMPANY LIMITED**

(A Govt. of India Enterprise)

Alumina Refinery

Tel:- 06853-254273

Email:-neeraj.sharma@nalcoindia.co.in

Damanjodi - 763008 , Odisha

Fax:-06853-253241

TO : SUSANAUTOMATIONS, [119150] 305, SAMEER COMPLEX 27-29 RNT MARG ” INDORE 452001 Madhya Pradesh India eMail: <b>GSTIN:23AFEPG3494F2ZO</b>	Order No. : REF/MMP/1000036167/220/4500043035 . Date : 23.11.2017. Your Offer No . : KK/KRO/22/17 . Date : 22.08.2017 .  Our GSTN Number :21AAACN7449M1Z9  OUR BANKER: State Bank of India,Damanjodi-763008, Dist-Koraput.
--	---

Copy To:  KROHNE MARSHALL PVT.LTD., A34/35,MIDC INDUSTRIAL ESTATE H-BLOCK ,PIMPRI, PUNE 411018 Maharashtra Ind eMail:akhole@forbesmarshall.com	Subject:  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Total No Of Items in PO: 1</td> <td style="width: 40%;">Total PO value in INR :</td> </tr> </table> Total order Value in Words : ₹ ILY	Total No Of Items in PO: 1	Total PO value in INR :
Total No Of Items in PO: 1	Total PO value in INR :		

Dear Sir,  
 We confirm acceptance of your above mentioned offer and accordingly place this Purchase Order on you. Please send us back a copy of the Purchase Order duly signed by you for our records. Please supply the goods mentioned as per Purchase Order terms & conditions.

Price Basis :	F.O.R DAMANJODI	Particulars	Amount In INR
Packing :	inclusive	Total Basic Value	
Freight :	TO BE BORNE BY SUPPLIER	Packing & Forwarding charges:	0.00
Mode of despatch	As per special instruction	Freight Charges	0.00
Insurance :	By Nalco	CGST	0.00
Inspection :	AT OUR SITE	SGST/UTGST	
		IGST	
		CESS	0.00
		<b>Total</b>	:

Payment Terms:100% within 10 days after receipt and acceptance of material

Regd. Office: NALCO Bhawan, P-1, Nayapalli, Bhubaneshwar, 751013 (Odisha)	For and On Behalf of  National Aluminium Company Limited.
--	---

**ANNEXURE TO PO NO.: REF/MMP/1000036167/220/4500043035**

SL. NO.	Material Code HSN Code	UNIT	QUANTITY	UNIT RATE	TOTAL	GST	GST %	GST Amount	DELIVERY DATE	PR REF
1	86009660850 90261010	EA	10.000	!					15.02.2018	1000036167
<p>ELECTRO MAGNETIC FLOW TXR, SIGNAL CONVERTER MODEL:IFC 100W MOUNTING-2" pipe mounting version with mounting Accessories TYPE-MICROPROCESSOR BASED OUTPUT-4-20mA,HART+STATUS+PULSE ACCURACY:+/- 0.3% OF MEASURED VALUE MAXIMUM LOAD-500 Ohms DISPLAY-LARGE BACK LIT LCD DISPLAY PARAMETERS: ACTUAL FLOW RATE, TOTALIZED FLOW (8 DIGIT), FLOW DIRECTION, FLOW VELOCITY, MASS FLOW RATE (AT CONSTANT DENSITY) AND COIL TEMPERATURE. DIAGNOSTICS:EMPTY PIPE DETECTION, COIL TEMPERATURE AND RESISTANCE, NOISE. LOCAL INDICATION Required Field programmable with front facia key POWER SUPPLY: 85-250 VAC, 50 Hz CAble Entry:1/2" NPT (F) with Cable gland AREA CLASSIFICATION:NON-HAZARDOUS PROTECTION CLASS:IP 65</p>										

**Special instruction:**

1) PRICE MENTIONED IN THE PURCHASE ORDER WILL REMAIN FIRM AND FIXED TILL COMPLETION OF THE ORDER UNLESS OTHERWISE SPECIFIED ELSEWHERE IN THE ORDER. HOWEVER WITH THE IMPLEMENTATION OF GOODS AND SERVICE TAX ACT BY THE GOVERNMENT WITH EFFECT FROM 01.07.2017, ANY VARIATION OF TAXES SUBSTITUTED BY GOODS AND SERVICE TAX MAY BE CONSIDERED AGAINST DOCUMENTARY EVIDENCE FROM THE DATE OF IMPLEMENTATION OF GST FURTHER ANY STATUTORY VARIATION, IF ANY TAXES, DUTIES DURING CONTRACTUAL DELIVERY PERIOD MAY ALSO BE CONSIDERED AGAINST DOCUMENTARY EVIDENCE. NALCO WILL NOT PAY ANY PACKING AND FORWARDING CHARGES, ANY TAXES, DUTIES OR LEVIES THAT HAVE NOT BEEN SPECIFIED IN THE ORDER. THE VENDOR/PARTY/SELLER/SERVICE PROVIDER WILL COMPLY BY THE APPROPRIATE AUTHORITIES/GST COUNCIL FROM TIME TO TIME UNDER THE PURCHASE ORDER. THE VENDOR /PARTY/SELLER/SERVICE PROVIDER SHALL BE RESPONSIBLE TO INDEMNIFY NALCO FOR ANY LOSS. DIRECT OR IMPLIED, ACCRUED ON ACCOUNT OF HIS FAILURE TO DISCHARGE HIS STATUTORY LIABILITY LIKE PAYING TAXES ON TIME, FILLING APPROPRIATE RETURNS WITHIN THE PRESCRIBED TIME ETC.

2)PAYMENT TERM :-

#100% PAYMENT ALONG WITH TAXES & DUTIES SHALL BE MADE WITHIN 10 DAYS OF RECEIPT & ACCEPTANCE OF THE MATERIAL AT OUR SITE.

3)PLEASE ATTACH DULY FILLED RTGS BANK MANDATE FORM AND CANCELLED CHECK COPY ALONG WITH FINANCE COPY OF YOUR INVOICE TO EFFECT E-PAYMENT IF NOT SUBMITTED EARLIER

4)THIS ORDER IS PLACED AGAINST OUR RFX NO 8400003891,OFFER vide email dtd 22.08.2017. AND AUTHORISATION email dtd 18.11.2017.

5)Mode of Despatch:

BY ROAD ON FREIGHT PAID BASIS PREFERABLY THROUGH OUR AUTHORISED TRANSPORTER M/S. ARC OR M/S. ETO.

6)CONTACT DETAILS FOR MATTERS RELATED TO RECEIPT OF MATERIALS, GR AND PAYMENT:

# RECEIPT OF MATERIALS, GR AND ACCOUNTING:

SRI PRANOY KUMAR , MANAGER(MATERIALS),

MOBILE-9437172068,

E.MAIL ID: pranoykumar@nalcoindia.com

# FOR PAYMENT:

SRI AJIT SWAIN, SR. MANAGER(FINANCE)

MOBILE NO:8763150827

E.MAIL ID: ajitswain@nalcoindia.co.in

7) PLEASE REFER TO THE NECESSARY DOCUMENTS TO BE SUBMITTED SEPARATELY ADDRESSED TO ""DGM (MAT), CENTRAL STORES"". ""SM(FINANCE)"" AND ""DGM(MAT),PURCHASE DEPARTMENT"",Alumina Refinery,NALCO,Damanjodi,ODISHA-763008 AS PER DETAIL INSTRUCTION AT PAGE-3 OF THIS ORDER FOR HASSLE FREE PAYMENT.

8)THE SUPPLIER WHILE SUPPLYING THE TAXABLE GOODS SHALL ISSUE TAX INVOICE INDICATING DESCRIPTION OF GOODS,QUANTITY, VALUE OF GOODS, TAX CHARGED THEREON,GSTIN OF THE SUPPLIER, HSN CODE OF EACH ITEM, GSTIN OF NALCO, AND OTHER PARTICULARS AS PRESCRIBED UNDER GST RULE.

**ANNEXURE TO PO NO.: REF/MMP/1000036167/220/4500043035**

9) SUPPLIER NEEDS TO CONFIRM THAT THE TAX CHARGED IN THE INVOICE HAS BEEN ACTUALLY PAID TO THE GOVERNMENT IN RESPECT OF SUCH SUPPLY.

10) THE SUPPLIER SHOULD FURNISH THE RETURN UNDER SECTION-39 OF THE GST ACT.

11) IN CASE OF ANY DISCREPANCY FOUND IN THE RETURN FILED BY THE SUPPLIER AND NOT RECTIFIED WITHIN THE PRESCRIBED TIME PERIOD AND SUCH INPUT TAX CREDIT TAKEN BY NALCO BECOMES THE OUTPUT TAX LIABILITY, SAME SHALL BE RECOVERED FROM THE SUPPLIER WITH INTEREST FROM THE DATE OF AVAILING INPUT TAX CREDIT BY NALCO.

12) IN CASE TAXABLE GOODS, FOR AVAILING INPUT TAX CREDIT AS PRESCRIBED UNDER GOODS AND SERVICE TAX(GST) ACT THE VENDOR /PARTY/SELLER/SERVICE PROVIDER AS THE CASE MAY BE MUST HAND OVER TRANSPORTER'S COPY OF INVOICE TO THE CARRIER ALONG WITH OTHER RELEVANT DOCUMENTS. THE ORIGINAL COPY OF THE TAX INVOICE UNDER GST SHOULD BE SENT ALONG WITH THE PAYMENT DOCUMENTS. THE IN CASE NALCO IS NOT ABLE TO TAKE INPUT TAX CREDIT FOR ANY DEFAULT/ NONCOMPLIANCE BY THE VENDOR /PARTY/SELLER/SERVICE PROVIDER, SAME SHALL BE RECOVERED FROM THE DEFAULTING PARTY. THE VENDOR /PARTY/SELLER/SERVICE PROVIDER HAS TO COMPLY ANY MODIFICATION IN THE PRESCRIBED RULES BY GST COUNCIL/APPROPRIATE AUTHORITY FROM TIME TO TIME IN THE PURCHASE.

**DOCUMENT REQUIRED FOR RELEASE OF PAYMENT**

<b>Document Name</b>	<b>Bank</b>	<b>CM(F)</b>	<b>CM(M)Purchase</b>	<b>In charge Stores</b>
<b>Invoice Copy(other than through Bank)</b>		Original	Copy	Copy
<b>Challan Copy(Other than Bank)</b>		Copy	Copy	Original
<b>Excise Invoice(other than Bank)</b>		Original for Buyer	Copy	Duplicate Copy for Transporter
<b>Lorry receipt(other than Bank)</b>		Copy	Copy	Consignee Copy

# STANDARD TERMS AND CONDITIONS OF PURCHASE ORDER (INDIGENOUS)

- 1.ACKNOWLEDGEMENT:** Acknowledgement of acceptance of the purchase order must be sent to NALCO within 7 days from the date of receipt of the Order, failing which it shall be deemed that the Order has been accepted by the supplier in full.
- 2.**The Purchase Order No. and Date should be quoted in all correspondences including the despatch documents and invoices.
- 3.SUB-LETTING OF THE CONTRACT:**No part of the contract nor any share or interest therein shall, in any manner or degree, be transferred, assigned or sub-let by the Seller directly or indirectly to any person, firm or corporation whatsoever without the consent of NALCO in writing.
- 4.PRICE(S):**The Price mentioned in the Purchase Order will remain FIRM and FIXED till complete execution of the order unless otherwise specified elsewhere in the Order. However, statutory variations, if any in taxes, duties and levies during contractual delivery period only, may be considered against documentary evidence. NALCO will not pay any packing and forwarding charges, Excise duty, Sales Tax, Entry Tax and or any other taxes, duties or levies that have not been specified in the Order.
- 5.CENVAT BENEFIT:**In case of Excisable goods, for availing CENVAT credit transporter's copy of invoice as prescribed in the central excise rules, must be handed over to the carrier along with other relevant documents. the original copy of the excise duty invoice should be sent along with the payment documents. However, any modification in the prescribed rule by Excise Authorities from time to time will be applicable.
- 6.DELIVERY AND PRICE REDUCTION SCHEDULE / LIQUIDATED DAMAGES:** Delivery period is the essence of the contract and the materials should be despatched within this time, failing which, NALCO without prejudice to its rights under the contract shall have the option either to reduce the price @ 1/2% of order value per week or part thereof subject to a maximum of 5% of the undelivered portion/the order value (if the item(s) cannot be used unless full supply is made) or to cancel the Order and purchase the materials from alternative source at the risk and cost of the supplier.
- 7.ALTERNATIVE ARRANGEMENTS:**If the Seller fails to fulfill the terms and conditions of the order, NALCO shall have the right to procure the materials from any other party for execution/completion of the contract and recover from Seller all charges/expenses/losses/damages suffered by NALCO, at the risk and cost of the Seller after giving 15 days notice to the seller. This will be without prejudice to the rights of NALCO for any other action including termination.
- 8.TERMINATION:**NALCO shall have the right to terminate the contract by giving 60 days notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract,NALCO will have right to terminate the contract by written notice to the seller. NALCO shall have the right to terminate the contract or any part thereof by written notice to the seller in the event of any direction or restriction imposed by the Govt. of India which may effect the Contract.
- 9.INSPECTION:**Unless and otherwise specified,inspection of materials will be carried out at NALCO premises and NALCO's decision regarding acceptance or rejection shall be final.
- 10.PACKING:**It is the responsibility of the supplier to securely and properly pack the consignment and also in the prescribed manner for transport by road, rail or sea as the case may be so as to ensure its safe delivery at destination. The consignment shall be prominently marked showing the Purchase Order No., consignee with destination. Each package shall contain a list of items packed therein.
- 11.CONSIGNMENT:**All consignments shall be booked to consignee as specified in the purchase order.
- 12.TRANSIT INSURANCE:**Unless otherwise specified,transit insurance shall be arranged by NALCO upon receipt of dispatch intimation.
- 13.DESPATCH INTIMATION:**Delivery Challan and non-negotiable copies of LR/RR along with one copy of the invoice shall be sent to the Consignee specified in the purchase order so as to reach him immediately.In addition to above, the supplier shall send the dispatch particulars such as LR/RR No., Bill No. and value through FAX/E-mail. Unless the above are complied with, the supplier shall be responsible for Wharf age, Demurrage and all risks in transit.
- 14.WAY BILL FORM:**For materials coming inside the State of Orissa from outside States, Way Bill form XXXII is required for transportation purpose. Transporter shall collect Orissa Way Bills from NALCO's authorized agents stationed at Orissa border check post. Any changes in present procedure of way bill by the Govt. of Orissa will be adopted.
- 15.**The seller shall ensure to dispatch the materials only through NALCO's authorized transporters where the contract is entered on ex-works/F.O.R. despatching point delivery term. In case order is placed on FOT destination basis and payment is to be negotiated through Bank, the material should be dispatched preferably through NALCO's authorized /approved transporters.
- 16.BANK CHARGES:**Unless otherwise specified, all the Bank charges at the supplier's end will be to the seller's account.
- 17.BILLING:**Despatch documents (i.e. Packing List, Challan, LR/RR) along with Bills shall be sent as follows:  
Direct payment-Two sets to designated Finance and Materials executive and one set to the consignee specified in the purchase order.  
Payment through Bank- One set to Chief Manager (Finance), Two sets to negotiating Bank with advice to send one set to designated finance executive along with Bank intimation. The supplier will also send one set each the authority placing the purchase order and One set to designated consignee in Central Stores. **DUPLICATE COPY OF EXCISE INVOICE (TRANSPORTER COPY) SHOULD BE SENT ALONG WITH CONSIGNMENT TO THE CONSIGNEE FOR AVAILING CENVAT.**
- 18.**Charges for prepaid freight, where admissible should be substantiated by original vouchers attached to the Invoices.
- 19.WARRANTY:**The materials shall conform to specifications for satisfactory performance under normal conditions and carry a warranty against any faulty-design, wrong specification, defective materials or bad workmanship for a period of 12 months from the date of putting into use or 18 months from the date of dispatch whichever is earlier.
- 20.**The amount due against this order can be recovered from or adjusted against any outstanding sums that may be due from NALCO to the seller on any account and without prejudice to any other rights of NALCO.
- 21.REMOVAL OF REJECTED GOODS:**Rejected goods shall be dispatched to the supplier on freight to pay basis.
- 22.ARBITRATION:**In case of any dispute or difference arising out of the contract which can not be resolved mutually between NALCO and Seller, it shall be referred to a Sole Arbitrator to be appointed by the CMD,NALCO. The CMD, NALCO, shall communicate/cause to communicate, a panel of three names of persons to Seller/NALCO as the case may be in this regard within 30(thirty) days of notice of arbitration by the Seller/NALCO as the case may be, to select any one of them to be appointed as the Arbitrator. In case Seller/NALCO as the case may be has not communicated its selection as above within thirty days, CMD, NALCO will appoint any one of the persons from the panel as a Sole Arbitrator. The Arbitrator shall give a reasoned and speaking award. The award of the Arbitrator shall be binding on both the parties. The venue of arbitration shall be at Bhubaneswar. In case of any vacancy another Arbitrator will be appointed in the same manner as above. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings.
- Jurisdiction :**The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Bhubaneswar only.
- 23.FORCE MAJEURE:**Any delay or failure to perform the contract by either party caused by acts of God or acts of Government or any direction or restriction imposed by Govt.of India which may affect the contract or the public enemy or contingencies like strikes, riots etc., shall not be considered as default for the performance of the contract or give rise to any claim for damage within 7 days of occurrence and cession of the event(s), the other party shall be notified. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken in to cognizance.
- 24.**Security Deposit, wherever specified, will be deposited immediately falling which it will be recovered from the bills as the case may be. Security Deposit in the shape of Bank Guarantee in Nalco's format from a bank approved by NALCO shall also be acceptable.
- 25.**Performance Guarantee (in the shape of a Bank Guarantee from a bank approved by NALCO) , wherever specified, shall be submitted in NALCO's format in the manner specified in the purchase order.
- 26.**Sales Tax declaration forms will be issued once in a year, covering all the bills after receipt of a letter with the relevent bill copies.
- 27.** Material Code number shall be painted/embossed/cast on the item.
- 28.**Other terms and conditions of the enquiry including agreed variation, if any, to the extent not covered above will also be applicable to this Order.