

# PURCHASE ORDER

To: Rhino Concretes India Pvt Ltd Main Nahrra Nahri Road Village Ladrawan Bhadurgarh Haryana -124507  GSTIN No. 06AAGCR0359G1ZH PAN No. AAGCR0359G Kind Atten: Suraj Sharma (TEL : 8800645005) Phone No. 9650957200 Fax No. INJV PAN No. AABAC2574M INJV GSTIN No. 07AABAC2574M1ZL	PO. No.	J6110RSC4775
	Date	27.09.2017
	SAP Doc. No.	7000025832
	Location	DMRC CEC-CICI-JV
	Object	Supply of RMC CC04 Project. User:Sumit Sharma @ 8130290449

This order is for supply of the following material in accordance with the terms and conditions printed overleaf read with Annexure I thereto.  
Exchange rate: 1.00000


Item No.	Description/Specification	HSN/SAC	UOM	Qty	Unit price	Amount (INR)	Remark
01	RMC SCREED GRADE M-10	3824	M3	350.000	4,800.00	1,680,000.00	
02	READY MIX CONCRETE M-35	3824	M3	20.000	5,300.00	106,000.00	
03	READY MIX CONCRETE M-40	3824	M3	450.000	5,335.00	2,400,750.00	
Sub-Total:						4,186,750.00	
IN: IGST A/P@					18.000%	753,615.00	
Grand Total (R/O):						4,940,365	

In words: INR. FOUR MILLION NINE HUNDRED FORTY THOUSAND THREE HUNDRED SIXTY-FIVE Only (R/O)


For CEC-CICI-JV Name: Designation: <b>ORIGINAL</b>	For Rhino Concretes India Pvt Ltd Name: Designation: <b>RETURN</b>
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Annexure I

01. Payment Terms	: 100% Payment shall be released within 30 days after receipt of materials & submission of Invoice subject to PO acceptance(duly signed and stamped) by vendor.
02. Advance	: 0 %
03. Retention	: 0 %
04. Specifications	<p>1. M35:</p> <p>a. Aggregate 10- 502</p> <p>b. Aggregate 20- 614</p> <p>c. Sand - 716</p> <p>d. Cement - 370</p> <p>e. Flyash - 60</p> <p>2. M40:</p> <p>a. Aggregate 10- 484</p> <p>b. Aggregate 20- 592</p> <p>c. Sand - 702</p> <p>d. Cement - 390</p> <p>e. Flyash - 70</p> <p>3. M10:</p> <p>a. Aggregate 10- 1008</p> <p>b. Aggregate 20- Nil</p> <p>c. Sand - 875</p> <p>d. Cement - 250</p> <p>e. Flyash - 80</p> <p>JOB MIX FORMULA FOR THE GRADE:</p> <p>a. Aggregate : 1.116 MT/Cum</p> <p>b. Sand : 0.716 MT/Cum</p> <p>c. Cement OPC 53 : 0.370 MT/Cum</p> <p>d. Flyash : 0.060 MT/Cum</p>
05. Delivery Address	: DMRC CEC-CICI-JV

<p>For CEC-CICI-JV</p> <p>Name: </p> <p>Designation: ORIGINAL</p>	<p>For Rhino Concretes India Pvt Ltd</p> <p>Name:</p> <p>Designation: RETURN</p>
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<p>DMRC PROJECT CC-04, PRECASTING YARD MUNDKA, RANIKHERA ROAD  MUNDKA, DELHI - 110041  Contact Person : Mr. Rajeev Tyagi - 8130290334 (Store-Mukundpur Pur)</p>	
06. Billing Address	: CEC-CICI JV DMRC Project CC-04, Precasting Yard, Near Mundka Railway Station, Mundka, New Delhi-110041
07. Delivery Date	: Material shall be delivered as per job site schedule and only after the confirmation given by the user.
08. Terms of Delivery	: F.O.R Site.
09. Liquidated Damages	: N/A
10. Transportation Cost	: Inclusive in rates.
11. Warranties	: As per manufacturer standards.
12. Miscellaneous	: <p>1-This PO issued against PR No:J6110RSA3686,dated:21.09.2017</p> <p>2- This PO price will remain valid till the execution of total PO quantity.</p> <p>3- PO landed prices is inclusive of Freight &amp; GST@18%.</p> <p>4- Vendor needs to take acceptance on the challan/invoice from CEC store personnel on site. In case if store receipt on invoice/challan is not found payment may not be released.</p> <p>5-All material shall be delivered as per PO items description as mentioned in remarks &amp; specifications.</p> <p>6- Vendor shall ensure delivery of material during working hours from morning 8.30AM to evening 5.30PM. Delivery beyond working hours shall not be anticipated by purchasers staff.</p> <p>7- All PO items are important and have dependability for many other related jobs therefore vendor shall ensure delivery strictly with agreed delivery schedule failing which this order shall deem to be cancelled and vendor shall be responsible for compensating purchaser's loss due to delay in supply on vendors part.</p> <p>8- Vendor shall submit monthly statement of account to purchasers account department at email id vineetk@cici.co.in.</p> <p>9-If material found rejected by any reason not attributable to purchaser the same shall be lifted back from CEC premises by vendor at its own cost.</p> <p>10-Vendor must return a copy of this PO duly signed and accepted through courier/scan/fax within 2 days of receipt of this PO, failing which it shall deemed to be accepted by vendor with terms &amp; conditions as enumerated in this PO.</p> <p>11-All Communication related with this PO need to mention the PO Number.</p> <p>12-All necessary Manufacturing Test Certificate (MTC), Material Safety Data Sheet (MSDS),</p>


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Warranty Certificate and other necessary certificates (as applicable & mandatory depending upon category of goods) shall be provided along with invoice.

13-WHISTLE BLOWER POLICY: There exists a Whistle-blower Policy in CEC/CICI. In the event of any complaints, mail can be sent to E-Mail ID: [whistleblower.cici@cici.co.in](mailto:whistleblower.cici@cici.co.in).

13. ICEC/CICI IMS Policy : We maintain an Integrated Management System (IMS) in line with ISO: 9001, OHSAS: 18001 & ISO:14001 for our business operations. Suppliers shall access the IMS policy at our official website [www.cici.co.in](http://www.cici.co.in) and get familiar about it in order to ensure required compliances during their association with us. Suppliers can also communicate to us about our IMS through mails at [imssuggest@cici.co.in](mailto:imssuggest@cici.co.in).

14. Whistle Blower Policy : There exists a Whistle-blower Policy in CEC / CICI. In the event of any complaints, mail can be sent to E-Mail ID: [whistleblower.cici@cici.co.in](mailto:whistleblower.cici@cici.co.in).

For CEC-CICI-JV	For Rhino Concretes India Pvt Ltd
Name:	Name:
Designation:	Designation:
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## STANDARD TERMS AND CONDITIONS

### 1. Payment

- 1.1 The rates and prices stated in this Agreement for the Materials shall be fixed for the Main Contract Period or any extension thereof as agreed by both parties unless otherwise specified in this Agreement.
- 1.2 The rates and prices shall be inclusive of delivery charges to the Site (as defined hereinafter), handling charges (including overtime charges), special deliveries and any necessary arrangements or measures to meet the Purchaser's requirements.
- 1.3 The rates and prices shall be inclusive of all taxes, duties, levies and the like, both State and Central payable in respect of the Material.
- 1.4 Payments will be made in accordance with the terms of Annexure I hereto .

### 2. The Materials

- 2.1 The Materials supplied shall conform to the Specification (as defined in Annexure I) where it is applicable or in the absence of any Specification the Materials supplied shall be of the best merchantable quality of their respective kinds delivered in perfect condition free from any defects in design, workmanship or materials and in all cases shall comply with the requirements of the Employer of the Purchaser (as defined in the Main Contract) and/or the Purchaser.
- 2.2 Materials not so conforming to the Specification and other requirements may be rejected wholly or in part and rejection may take place at or subsequent to the time of delivery. All rejected Materials shall be removed from the Site and replaced immediately by Materials conforming to the Specification. Upon any such rejection occurring the Purchaser shall have the right to terminate this Agreement and to obtain supplies elsewhere and any loss or damage resulting therefrom or extra expense incurred by the Purchaser shall be charged to and paid by the Vendor in accordance with Clause 8 below. No payment shall be made for rejected or surplus Materials which will remain or be returned at the risk and expense of the Vendor. The Purchaser shall be entitled to recover and deduct from any monies due or which may become due to the Vendor under this Agreement or any other agreement between the Purchaser and the Vendor any monies lawfully deductible or recoverable by the Purchaser from the Vendor under this Agreement.
- 2.3 The Vendor shall obtain approval from the Employer and the Purchaser for the sources of supply. All the Materials delivered to the Site must be supplied from the approved source. Materials from any other sources may be rejected by the Purchaser at its complete discretion. No subsequent change of approved source shall be permitted unless written approval for such change is obtained from the Purchaser and/or the Employer prior to the change.
- 2.4 Upon the request by the Purchaser, the Vendor shall submit free of charge certificates of origin, shipping documents or other appropriate documents for the identification of the Materials supplied or to be supplied.
- 2.5 The Vendor shall at no cost to the Purchaser carry out all such tests and operate such quality control procedures as may be necessary for ensuring that all Materials comply with this Clause 2. The Purchaser and parties authorised by the Purchaser shall at all reasonable times have access to the premises of the Vendor and his Suppliers in order to monitor progress, carry out inspections and witness tests. The exercise of the foregoing rights and obligations shall not relieve the Vendor from his obligations under the terms of this Agreement.



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2.6 In the event, the Material is of a toxic, hazardous or highly inflammable nature, the Vendor shall provide the Purchaser with a complete user manual, describing the possible danger, recommended storage conditions, the safeguards to be applied while handling the Material and the like.

3. Visit to Site

The Vendor shall have or be deemed to have visited and inspected the Site prior to submitting his tender/offer and shall have ascertained for himself the location, nature of and access to the Site, storage space for the Materials, sheds and all other aspects of the Site which may affect his tender/offer. No claim by the Vendor due to his failure to implement such inspection will be entertained.

4. Warranties and Representations

4.1 The Vendor warrants that it has the full legal right to sell or otherwise deal with the Materials and shall pay all royalties present and future and to be liable for all claims in respect of all intellectual property rights whether in India or elsewhere for any Materials supplied under this Agreement and will indemnify the Purchaser against any claim, proceedings or any other third party action arising out of or in connection therewith including any performance or failure to perform this Agreement by the Vendor.

4.2 The Vendor warrants and guarantees that all Materials supplied shall comply with the approved samples submitted by the Vendor and the required Specification which the Vendor is deemed to be fully aware of.

4.3 The Vendor warrants and guarantees to the Purchaser that it has the capacity to deliver sufficient quantity of Materials to meet the Purchaser's construction programme requirements. Failure on Vendor's part to meet the Purchaser's requirements will be subject to payment of damages in accordance with Clause 8 below and the Purchaser shall be entitled to terminate this Agreement and to obtain supplies elsewhere.

4.4 The Vendor warrants that the Material supplied is free of all encumbrances, liens or charges.

5. Delivery of Materials

5.1 Delivery shall be effected at the time or within the period or periods specified, time being the essence of this Agreement, and otherwise strictly in accordance with the Purchaser's instructions with regards to category, quantity and location at the Site as stated in Annexure I hereto. If delivery is not so effected the Purchaser shall have the right to terminate this Agreement and any deposit paid shall be returned forthwith by the Vendor to the Purchaser but without prejudice to its rights of action for breach of contract. Unless instructed to the contrary all deliveries must be effected during normal working hours to the Site, that is between 9:00 a.m. to 6:30 p.m. on Monday to Saturday.

5.2 Unless otherwise provided in Annexure I, the Vendor will be responsible for paying all carriage and/or other collection or delivery dues leviable on such Materials and the Materials will be at the risk of the Vendor until safely delivered in accordance with the Purchaser's instructions.

5.3 If the transportation is provided by the Vendor in accordance with Clause 5.2 above, it shall be the sole responsibility of the Vendor to ensure that all ordinances, laws, regulations or any special arrangements imposed by the relevant authorities are complied with in the course of transportation of Materials to the Site by vehicles, vessels or any other means. No responsibility of whatsoever nature will be accepted by the Purchaser in regard to such transportation.

5.4 The Vendor shall be responsible for protection of the Material at all times until the Material has been received by the Purchaser's representative.

6. Acceptance of the Materials



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- 6.1 No responsibility is accepted for any Materials delivered unless it has been signed as received by an authorised officer of the Purchaser.
- 6.2 Inspection of the Materials supplied under this Agreement by the Employer and/or the Purchaser shall not relieve the Vendor of its responsibility for making good defects which may be subsequently revealed. Nothing herein shall prejudice the Purchaser's right of rejection.

7. Title and Property

The title and property in the Materials will pass to the Purchaser on completion of delivery of the Materials to the appointed place of delivery to the Purchaser's satisfaction without prejudice to any right of rejection which may accrue to the Purchaser.

8. Indemnities

- 8.1 The Vendor shall indemnify and keep the Purchaser indemnified against any losses or damages arising directly or indirectly from the Vendor's breach of this Agreement in any manner whatsoever. Such losses and damages shall include but shall not be limited to the costs necessarily incurred in procuring suitable and acceptable replacements from any other sources, and the removal and the replacement of the Materials not complying with the required Specification or the requirements of the Purchaser, additional costs in arranging a revised working schedule (including overtime working, additional plant and labour etc. to regain lost construction programme time), restoring the works to their original condition, liquidated and general damages payable under the Main Contract and/or any other related expenses, losses and damages. All such losses and damages are hereby agreed to be within the contemplation of the Vendor as being probable results of any such breach by the Vendor.
- 8.2 The Vendor shall indemnify and keep the Purchaser indemnified against all liabilities to other persons (including employees the servants and agents of the Purchaser or the Vendor) for bodily injury, damage to property or other losses which may arise directly or indirectly out of or in consequence of the delivery, handling, storage or any actions or omission by the Vendor and against all costs (including legal costs on a full indemnity basis), charges and expenses that may be occasioned to the Purchaser by the claims of such persons.

9. Insurances

The Vendor shall be responsible for effecting and maintaining in force such insurances to cover all his employees, servants, agents and sub-contractors, equipment, plant and third party liability in relation to the supply, transportation and delivery of the Materials with endorsements to note the interests of the Purchaser.

10. Miscellaneous

- 10.1 Measurement shall be based on actual quantities of the Materials ordered and received by the Purchaser at the Site or otherwise on a monthly basis.
- 10.2 The Vendor shall not without the prior written consent of the Purchaser assign or sub-let the whole or any part of this Agreement.
- 10.3 The Purchaser is at liberty to order any additional quantity of Materials in excess of the quantity stated in this Agreement at the same price and on the same terms as herein stated, in which event, the Vendor shall take all reasonable steps to comply. Similarly the Purchaser shall be at a liberty to reduce the quantities of Material ordered and the Price shall be adjusted accordingly.
- 10.4 The Vendor and the Purchaser agree to submit any dispute arising out of this Agreement to the arbitration by a single arbitrator to be appointed by the Purchaser. The Arbitration shall be conducted



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as per the provisions of the Arbitration and Conciliation Act, 1996 and rules there under. The place of Arbitration shall be New Delhi and the language of arbitration shall be English. The Parties agree to be bound by the award of the Arbitrator, including the award with respect to costs.

- 10.5 This Agreement will be subject to and construed in accordance with the laws of India and shall be subject to the sole jurisdiction of the Courts of New Delhi only.
- 10.6 Any reference to this Agreement shall also be construed to mean the purchase agreement or purchase order made between the Purchaser and the Vendor if the context permits.
- 10.7 These Conditions shall apply to the exclusion of all other terms and conditions including any terms and conditions which the Vendor may purport to apply to this Agreement under any document issued by the Vendor to the Purchaser including but not limited to any quotation or offer made by the Vendor to the Purchaser, any invoice or any similar or other documents.
- 10.8 The Purchaser may terminate this Agreement at any time with no costs to the Purchaser.
- 10.9 This Agreement is a written confirmation of the terms and conditions that have been agreed to by Purchaser and Vendor and is acknowledged as such by the Vendor. The Vendor shall return a signed copy of this Agreement within 7 days of its issue. The failure of Vendor to return the signed document will not in any way affect the legality of this Agreement or absolve the Purchaser or the Vendor of their respective duties pursuant to this Agreement.



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