



# HINDALCO INDUSTRIES LIMITED

HIRAKUD FRP PLANT, HIRAKUD-768 016, DIST.: SAMBALPUR (ODISHA)  
PHONE: 0663-2537080/2537113

GSTIN: 21AAACH1201R1ZZ

State Code: 21 - Odisha

GST Range/division: Sambalpur  
GST Commissionerate - Cuttack

## PURCHASE ORDER

AMENDMENT

Vendor Code: **A579**

**M/s ATLAS COPCO (INDIA) LIMITED.**

Sveanagar, Dapodi,  
Mumbai-Pune road

Pune road, Maharastra, IN 411012

Email: koustavkumar.ghosal@atlascope.com

Fax: ()

Contact: ()

**GSTIN: 27AAACA4074D1ZZ State: 27 - Maharashtra**

P.O/ No: **R/PO/SRV/1920/0168** Date: 15-JUN-2019

Revise No: 1 Date: 08-NOV-2019

Order Type: TRANSPORT ORDER

Effective From To 31/03/2020

Price Basis : NONE

Transportation arrangement :

Ship to Location : BFRP-Input

Carrier :

Currency : INR

Hindalco Contact Person : BIKASH SATPATHY,

Email of Contact Person: bikash.satapathy@adityabirla.com

Ref: Compressed air Audit Flow measurement

Sl.	Stock No. & Description	Order Quantity	Unit of Measurement	Rate/Unit (Rs.)	Value (Rs.)
1	FRME9428 <b>HSN/SAC:</b> Compressed air Audit Flow measurement ? demand analysis ( 8 point) Pressure Drop analysis ? ( Lusum for total 10 km network ) Leak identification ( leak detection with ultrasonic leak detector with parabolic sensor)(leak detection for 4 km compressed air network Dew point measurement at 6 points Fad test of 9 compressors ( total Activity requires 40-45 days ) excluding pre visit for audit of 2 days <b>CC Code</b> 21AC0B18	1.000	LS	500000.00 IGST Tax@18% Item Total:	500000.00 90000.00 <b>590000.00</b>
	<b>Quantity</b> 1.000		Need By: 31-MAR-2020		

Payment Terms: 30 Days Credit

Freight Terms: NONE

**GRAND TOTAL: 590000.00**

Notes:

AMENDMENT NOTE :-

(1) PO VALIDITY TO BE EXTENDED UPTO 31-MARCH 2020.

(2) REST OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

"You will be raising valid Tax invoice as per GST Laws for the supply covered by the instant PO and comply with all the GST rules and regulations as notified and/or to be notified in future including filing of return , payment of taxes etc. Failure to comply with any of the provisions of GST Laws will lead to cancellation of this order and / or subject to any other action as management will deem fit ."

"The parties undertake and warrant to each other that they have not offered, given or agreed to give (and that they will not offer, give or agree to give) to any person any unlawful gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the obtaining of this Contract or the performance by the parties of their obligations under this Contract. The parties warrant that they have in place, and undertake that they will comply with, policies and procedures to avoid the risk of bribery (as set out in any legislation in the applicable jurisdiction to the respective Party) and fraud within its organization and in connection with its dealings with other parties."

SUMIT MUKHERJEE  
Unit Head - FRP Plant  
Hindalco Industries Limited  
Hirakud

If you have any complain regarding the value violation, please mail to our Unit Value Standard Committee "hindalcohirakud.UVSC@adityabirla.com".

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Corporate Identity No: L27020MH1958PLC011238



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### GENERAL TERMS AND CONDITIONS - SERVICE

- a) Be it clearly, expressly understood and agreed that you shall deploy suitable persons, not below the age of 18 years and above the age of 58 years, for carrying out the assigned task and they will be your direct employees only. No relationship of employer and employee is created between the company and employees engaged by you.
- b) It shall be your responsibility to engage experienced /technically qualified Supervisor(s), to supervise the work of your employees and to provide guidance to your employees for carrying out the assigned task entrusted to you from time to time by the company or any of its authorized people. The workmen deployed by you would be under your direct supervision and disciplinary jurisdiction.
- c) You shall provide us identity of the persons engaged by you for the above work before start of work and during execution of the work from time to time for security reasons.
- d) Be it expressly and impliedly understood and agreed that it shall be your responsibilities to comply with all the Central and State Governments Rules & Regulations, Labour Laws & Acts and various statutory obligations under them concerning to you and your employees and your equipments, including obtaining of required licenses under various applicable laws including the Contract Labour (Regulations & Abolition) Act, 1970.
- e) You shall timely obtain and update all the permission (s), license (s) etc. which are/may be required under any labour laws or any other legislation(s) and submit a copy of the same to us.
- f) You shall be solely responsible to pay the entire sum to your employees as may be required under such laws.
- g) You shall indemnify and shall keep us indemnified against all acts of omission or negligence, dishonesty or misconduct of the staff engaged by you for work in our factory premises. We will neither be responsible for death, accident or injury to them during the course of their duties in our factory premises, nor we shall be liable to pay damages or compensation to such persons or third parties. You will at all times indemnify us against any claims which may be made under the workmen's compensation act 1923 or any statutory modification thereof or otherwise in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person whose entry into our premises has been authorized by you. You will take out such insurance on the lives of the workmen employed at our works and such policy will be produced by you on demand from us.
- h) The company shall have right to deduct directly, from your bills of any amount payable to you, the sum or amount the company is forced/required to pay on account of contractor's default in respect of any liabilities under various labour laws/Acts as applicable to you from time to time.
- i) It shall be solely your responsibility to maintain various registers and records required under various laws/Acts. You shall produce register and records before company and inspecting authorities whenever asked for. All the registers and records shall be kept near to site only.
- j) It shall be your responsibility to ensure the disbursement of wages or dues etc. to your employees by fulfilling the requirement of minimum wages etc. as per minimum wages Act, payment of wages Act & contract labour (regulation and abolition) Act, 1971. You shall be required to make the payment of your employee in presence of company's authorized officer and shall obtain the signature of the authorized person in the wages register on monthly basis and submit the copy of the same to us.
- k) You shall be accountable for the unsafe practices/acts followed by you and your workmen, while carrying out any job under this contract penalty as may be determined by the company or its authorized officer.
- l) In the event any dispute arising out of this contract which cannot be mutually resolved between the company and the contractor, the same will be referred to the Commercial Head / Unit Head of the company, whose decision shall be final and binding.

Incase, if you are registered under MSMED Act; please confirm the same along with copy of registration -while sending the invoice.

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### 2 ARBITRATION:

If any dispute and/or differences shall at any time arise between HINDALCO and you in relation to any clause (s) or matters herein contained or their respective rights/claims or liabilities hereunder or otherwise in relation to or arising out of this contract, such disputes and/or differences shall be settled mutually through discussions between the Chief Executives of the parties in the first instance, failing which the same shall be finally settled by

### 3. Suspension of Work:

When situation so demands, Hindalco reserves the right to suspend the work partially/fully and subsequently reinstate the work partially or fully without invalidating the provisions of the contract.

The period of completion of the work or contract will be suitably extended to cover the suspended / delayed period.

In case the suspension/delay has caused extra financial implications, the same shall be substantiated by the supplier with documentary evidence for consideration and finalizing reasonable financial implications.

In case period of suspension of work is more than one month, the supplier shall discuss with the company to take all steps to minimise extra financial implications during the suspended period and to restart the work at the end of the suspension period.

### 4. Force majeure:

Force majeure shall mean any cause, existing or future, which is beyond the reasonable control of any of the parties including acts of God, storm, fire, floods, explosion, epidemics, quarantine, earthquake, strike, riot, lock out, embargo, interference by civil or military authorities, acts, regulations or orders of any governmental authority in their sovereign capacity, acts of war (declared or undeclared).

None of the parties shall be liable for the failure to perform any obligation in terms of this Contract if and to such extent such failure is caused by a Force Majeure.

The party prevented to fulfill its obligations (hereinafter referred to as "the Affected Party") by Force Majeure shall notify the other party by fax within one week after occurrence and cessation of such Force Majeure and it shall be established by the Affected Party that the Force Majeure had delayed performance of the Affected Party's obligations and services and was beyond the reasonable control of the Affected Party and not due to the default or negligence of the Affected Party.

The periods for performance of this Contract as agreed upon shall be extended by the periods of delay caused by such Force Majeure, as long as the period of Force Majeure does not last longer than three months.

If a Force Majeure continues for more than three months and the parties are not able to reach an agreement on the continuation of the Contract within a further term of one month, the fulfillment of the Contract shall automatically be deemed impossible and shall stand suspended / terminated. In case of such suspension/termination the Supplier or Assignee, as the case may be, shall be entitled to the payment of costs incurred up to that time for all work completed on submission of substantiated invoice on the one hand and shall be liable for prompt refund to the Company the unearned portion of all the corresponding advance payments received by the Supplier or Assignee, as the case may be, from the Company on the other hand.

### 5. Termination :

The Company may at any time terminate this Contract in whole or in part by giving thirty (30) days' prior notice in writing to the Supplier. Upon receipt of such notice, the Supplier shall promptly discontinue any further performance of work or relevant part thereof and shall carry out only that part of work as may be necessary to protect the work to date or as may be reasonably requested by the Company.

Upon termination of this Contract for any reason whatsoever, the Supplier shall deliver to the Company all completed work specifications, documents, designs, drawings and data sheets or other related papers and plant, machinery and equipment that the Supplier is obliged to supply under this Contract and which have been paid for by the Company or the Company may have given, for the purposes of this Agreement.

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The termination of this Contract shall be without prejudice to the right(s) of either party in respect of any or any other breach of this Contract, due or accrued upto termination, unless waived in writing by agreement made by the parties hereto.

Except as otherwise provided for in this Contract, neither party will be liable to the other party for any compensation, indemnification, and/or reimbursement of whatever nature direct or indirect as a result of or related to, or in connection with the termination of this Contract hereunder. Upon termination of this Contract for any reason whatsoever, the Supplier shall deliver to the Company all completed work specifications, documents, designs, drawings and data sheets or other related papers and plant, machinery and equipment that the Supplier is obliged to supply under this Contract and which have been paid for by the Company or the Company may have given, for the purposes of this Agreement.

The termination of this Contract shall be without prejudice to the right(s) of either party in respect of any or any other breach of this Contract, due or accrued upto termination, unless waived in writing by agreement made by the parties hereto.

Except as otherwise provided for in this Contract, neither party will be liable to the other party for any compensation, indemnification, and/or reimbursement of whatever nature direct or indirect as a result of or related to, or in connection with the termination of this Contract hereunder.

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### Safety Clauses

1. The contractor shall ensure all necessary care taken along with safety precaution, adequate supervision in order to do the job safely & without damage to any person, property and environment.
2. Unless mentioned otherwise, the contractor shall provide the necessary Personal Protective Equipment (PPEs) to all workmen and supervising staff at his own cost. The PPEs should be in good condition and make/spec suggested by Hinalco Hirakud FRP.
3. The contractor shall submit the fitness certificate, Insurance copy, PUC, Road Challan for all Construction Equipment, Heavy vehicles, LMV, mobile crane, pick and carry crane, Fork Truck, etc. as applicable to HIRAKUD FRP.
4. Contractor shall ensure that all the Lifting Appliances and Lifting Tools & tackles have the valid load test certificates issued by a third party competent authority approved by Directorate of Factories & Boilers, Odisha. The certificate of competent authority should be submitted to HIRAKUD FRP.
5. All electrical appliances, hand tools, cables, distribution boards, etc. should be in good working condition and confirm to be IS standard and connected in such a manner that is safe with respect to overload, electrical shock and short circuit.
6. All contractor need to follow the "no joint policy" and "no contact type tester policy" adopted by Hirakud FRP.
7. All contractor need to ensure that their employees are following "No smart phone policy" and "No Jewellery Policy" adopted by Hirakud FRP.
8. The contractor shall ensure that the safety of other workmen working nearby is not endangered due to the work execution.
9. The contractor shall obey the safety signage and safety instructions displayed inside the premises and must not alter in anyway.
10. The contractor shall abide by the notifications, circulars, resolutions, etc. issued by HIRAKUD FRP from time to time.
11. The contractor shall abide by the provisions of Factories Act, Odisha Factories Rules, Workmen Compensation Act, Payment of wages Act, Contract Labour (Regulations) Act, etc. and keep the principal employer indemnified of provisions of the above acts & rules.
12. In case of Injury to persons, the contractor shall administrate the necessary first aid and then take to the Plant First Aid Centre.
13. All the accident / incident / near miss/SIF case shall be reported to HIRAKUD FRP along with the investigation report , corrective and preventive measures.
14. The contractor shall be fully responsible for accidents caused due to negligence or carelessness in regard to the observances of the safety requirements and shall be liable to pay compensations for injuries.
15. Contractor shall ensure that all persons being deployed have undergone medical fitness checkup and declared medically fit to carry out the job.
16. Contractor shall ensure that all the person being deployed are attending safety induction training quarterly conducted by safety department and have valid gate pass from admin department.
17. Contractor shall ensure adherence to site safety rules and appropriate safety instructions to employees. Contractor should have practice of "Safety tool box talk" prior to the start of work.
18. Contractor shall give at least 8 hrs safety training/year/employee by qualified trainer.
19. Contractor shall maintains the safety / statutory records as per site and legal requirements.
20. Contractor shall ensure consent of the HINDALCO while awarding work to the sub-contractor.
21. Contractor shall appoint a qualified Safety Officer / supervisor / steward as appropriate to the contract agreement.
22. Contractor shall obtain the necessary work permit / clearances from Performing Authority or area owner of HINDALCO FRP where ever required.
23. Contractor should have system to ensure use of Safe Quality tools, tackles, equipment, cranes etc if hired from other sources.
24. Contractor have to obey all the road safety/Traffic management rules of Hindalco Hirakud FRP.
25. Gas Cylinder - vendor shall submit all the statutory testing documents like hydrostatic testing, ultrasonic testing along with the invoice.
26. Contractor shall ensure proper housekeeping and cleanliness of the work station or at store/offices used by them.
27. In case of any violation related to above clauses or Hindalco Safety management system, contractor will be penalized as per consequence management system adopted by Hirakud FRP.

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### OUR VALUES

### INTEGRITY, COMMITMENT, PASSION, SEAMLESSNESS AND SPEED EXTRACTS FROM OUR POLICIES

To procure goods and services by honest use of sound business principles in an impartial/unbiased & transparent manner and dignity by way of fair competition, ethical and equitable dealings from right source, of desired quality, at right time, at optimal cost & in right quantity. Adopt the State of the Art purchase procedures to reduce internal and external lead times, deliver value for money, for all concerned, to create a strong network of competent and reliable suppliers. Preference will be given to manufacturers over dealers. Vendors not complying with environment norms will be discouraged. Vendors who are found to be resorting to unfair or unethical business practice will be deregistered. Vendors will be regarded as partners in our business. We will give preference to local vendors.

### QUALITY, ENVIRONMENT, OCCUPATIONAL HEALTH & SAFETY POLICY

We, at "Hindalco Industries Limited", are committed to demonstrate excellence in quality, environment and occupational health & safety for sustainable development.

To Achieve this, we shall:

- o Ensure customer satisfaction by providing value added products and services;
- o Continually establish systems, procedures and best practices with technological interventions;
- o Optimize resource consumption particularly - raw material, energy, water, oil and promote pollution prevention;
- o Nurture and sustain safe and healthy work environment;
- o Comply with applicable legislation in letter and spirit;
- o Strengthen competence of employees and business associates through continuous training.

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