

PURCHASE ORDER

Vendor Details Code : 400000079 ESDS SOFTWARE SOLUTION LIMITED Plot No. B- 24&25 NICE Area MIDC Satpur NASHIK-422007 Maharashtra Email id : ocdo@jkcement.com GST No: 27AABCE4981A1ZV	Bill To address J K CEMENT LIMITED Tower-A, Prism Commercial Space Gurugram - 122003 Ph.- Email ID- GST No-06AABCEJ0355R2ZA	PO NO: 5600000402 PO Date: 17.09.2024 Quotation Reference: Ver. No.: Our Reference: Offer
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With reference to your quotation and subsequent negotiations, we are pleased to place this Purchase Order on you for the supply/service of following items subject to terms and conditions stated below and printed overleaf/attached with this document.

S No.	Item Code & PR NO.	Item Description	Unit	Quantity	Rate Per Unit (INR)	Amount (INR)
0001	3600000377	J.K. Cement Ltd website Hosting As per the mail. JK Cement corporate website hosting charges a renewal yearly subscription. Tax Code : GD GST: IN : IGST (18%) Delivery Date :22.09.2024 Service Line :				0
		1. J.K. Cement Ltd website Hosting	YR	1.000	468000.00	0 468,000.00
					Gross Value: Discount : Total Amount: IGST Total PO value:	468000.00 0.00 468,000.00 84240 552,240.00
Total (in Words):		FIVE LAKH FIFTY TWO THOUSAND TWO HUNDRED FORTY Rupees Only				

Header Text:

ALL RATES, TERMS AND CONDITION ARE AS PER YOUR OFFER REFERENCE MAIL AND FINAL NEGOTIATION WITH YOU.
If the annual turnover exceeds Rs 10 crores in any previous financial year (after GST implementation) then you have to provide e-invoice only.
GST AS PER APPLICABLE

Terms of Payment: 07 days credit from Dt of receipt material/services
30 Days

Penalty Clause:

ANY DEVIATION FROM THE ORDER WOULD BE DEBITTED TO YOUR ACCOUNT.

Inco Terms: FOR Destination

Important Terms & Conditions:

This is an electronically signed document and does not require any physical signature.

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Registered Office

Kamla Tower, Kanpur - 208001, U.P., India
+91-512-2371478 to 85
+91-512-2399854
www.jkcement.com



Manufacturing Units at :

Nimbahera, Mangrol, Gotan (Rajasthan) | Muddapur (Karnataka)
Jharli (Haryana) | Katni (M.P.) | Aligarh (U.P.) | Balasinor (Gujarat)



Vendor Code: 400000079 - ESDS SOFTWARE SOLUTION LIMITED

PO NO: 5600000402

GST CLAUSE:

Goods and Service tax (GST), extra as applicable at the time of billing / invoicing. Supplier shall be responsible for providing proper GST invoicing in a manner as prescribed by the government for purchaser to avail 100% credit against GST payment. In case purchaser was not able to avail the credit due to the reason attributable to the supplier then the 100% GST paid by purchaser will be recovered from the supplier dues

General Terms & Conditions:

As per the attached Annexure-A

For J.K. CEMENT LTD.

**ANIL BADGOTRI**
(CHIEF COMMERCIAL OFFICER)*This is an electronically signed document and does not require any physical signature.*

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**JK SUPER
CEMENT**
BUILD SAFE**JK CEMENT
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White Cement Wall Putty

Manufacturing Units at :

Nimbahera, Mangrol, Gotan (Rajasthan) | Muddapur (Karnataka)
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General Annexure-A For PO NO : 5600000402

1. Definitions

As used in this Purchase Order or any amendment hereto, the following terms shall have the meanings set forth in this section unless otherwise expressly provided or the context clearly indicates to the contrary:

- a) 'Company/Buyer/Owner' means JK Cement Ltd. (JKCL or any of its Units or Plants) a company incorporated under laws of India and having its registered office at Kamla Tower, 29/1, Dwarikadheesh Road, Kanpur 208001 India and Office at Padam Tower, 19, DDA Community Centre, Okhla Phase - 1, New Delhi - 110020.
- b) 'Supplier/Seller/Vendor/Contractor/Service Provider' shall mean any person, body corporate, firm, proprietorship or any other person or legal entity to whom the Company places its Purchase Order for supply of Goods and/or Services, as the case may be.
- c) Party means the Buyer or the Seller as the context requires and Parties shall be construed accordingly.
- d) 'Purchase Order(PO)/Work Order/Service Order' means a Contract between the Company and the Supplier for supply of Goods and / or provision of Services, on the terms and condition mentioned in the Purchase Order. The term 'Contract', 'Agreement' and 'Purchase Order' are used interchangeably.
- e) 'Letter of Intent (LOI)' means a Contract between the Company and the Supplier for supply of Goods and / or provision of Services, on the terms and condition mentioned in the LOI and further ratified through Agreement/ Contract and/or Purchase Order with detailed terms & conditions.
- f) 'Services' means the services provided/ to be provided by the Contractor/Service Provider to the Company as per the terms and conditions of this Work Order/Service Order.
- g) 'Goods' means every kind of moveable property supplied/ to be supplied by the Supplier/Vendor to the Company as per the terms and conditions of this purchase Order.
- h) 'Work' means the task being executed or performed by the Contractor as per the terms of this Work Order.
- i) 'Force Majeure' shall mean only those events which occur due to natural calamities, civil wars, national strikes, strike, lockout, accident or any other reason beyond the control of the Supplier and which have duration of more than seven consecutive calendar days.
- j) Effective Date means date of this Purchase Order or LOI whichever is earlier.

2. General

- a) Any change in the terms and condition of the Purchase Order will be binding only if a fresh or modified Purchase Order is issued by the Company.
- b) The terms and conditions stated herein shall apply mutatis mutandis depending on whether the Contract is for supply of Goods and / or provision of Services, as the case may be.
- c) Any special terms and conditions mentioned in this Purchase Order shall be read in conjunction with these general terms and conditions. Where any of the general terms and conditions is repugnant to or at variance with the special terms and conditions, the special terms and conditions shall prevail, to that extent.
- d) The terms and conditions of this Purchase Order supersedes all other terms and conditions as mentioned elsewhere in any other document(s) (except mutually signed Contract/Agreement) exchanged between the Company and the Supplier, prior to the issuance of this Purchase Order. Terms & conditions in signed Contract/Agreement shall prevail over these General Terms & Conditions in case of variance, if any.

3. Scope of Supplies/Work

The Supplier undertakes to deliver the Goods or provide the Services, as the case may be, strictly as per the terms and conditions of this Purchase Order.

4. Delivery Terms

- a) Effective Date & Mobilization Period: This Purchase Order shall be effective from the date of LOI or date of PO whichever is earlier. The Contractor shall mobilize to the site within agreed period in PO/LOI.
- b) Delivery Date: The date, time and schedule of delivery as mentioned in the Purchase Order, is the essence of the Contract and no variation shall be permitted, except with prior authorization in writing from the Company. Provided however, in case of delay in delivery the Company, without prejudice to its rights, reserves the right to accept the delayed deliveries at a price reduced by a sum/percentage mentioned in the Purchase Order for the period of delay or part thereof or otherwise as determined by the Company.
- c) Place of delivery: The place of delivery shall be strictly as per the instructions given in the Purchase Order. All incidental cost up to the point of delivery shall be in the scope of the Supplier. Title in the Goods or Services shall pass on to the Company on the delivery of the Goods or completion of Services, at the location as mentioned in the Purchase Order, as certified by the Company. The Supplier shall submit all the related documents like challans, Tax invoices, Test certificate, Material Certificate, Warranty Certificate, Material Safety Data Sheet (MSDS) and other documents pertaining to each consignment, as per the applicable laws, to the Company's authorized representative of the respective Plant for certification at the time of delivery of Goods or supply of Services.
- d) Inspection of Goods: The Supplier must ensure that the Goods are delivered in properly packed condition, if required, to avoid any damage in transit. The Goods delivered shall comply with the description or samples or specifications of the Company. The Goods shall always be subject to detailed inspection by the Company for ascertaining whether the Goods are in conformity with the PO or not, and until then the Company shall be deemed to have not accepted such Goods and upon any rejection of Goods, the Supplier shall be deemed to have failed to deliver the Goods in accordance with this Purchase Order. The Company shall, in that event, at its sole discretion, be entitled to either purchase the Goods from other sources on Supplier's cost after due notice to Supplier. In such event, the Supplier shall be liable to pay/reimburse to the Company, the price at which such Goods have been purchased by the Company from other sources.
- e) Removal of rejected Goods and replacement: Within 15 days from the receipt of the intimation from the Company of rejection of the Goods, the Supplier shall remove, at its own cost and efforts, the rejected Goods from the place of delivery as mentioned in the Purchase Order or wherever such Goods are lying. The Company shall not be responsible for, or be held liable to, any loss, damage or deterioration of the rejected Goods whatsoever and such Goods shall be entirely at the Supplier's risk. The Supplier shall pay to the Company reasonable storage charges and other expenses for storing such rejected Goods, if any, incurred by the Company.
- f) Warranty: The warranty period is 18 months from the date of acceptance of the Goods by the Company or 12 months after the same has been put to use, whichever is later, unless otherwise agreed by the Company with the Supplier in writing. The Supplier shall repair / replace free of cost, any or all parts found defective / not in conformity with the ordered quality and/ or Specifications, irrespective of whether such defect and / or non - conformity with the quality or Specifications have been detected by the Company during execution or after delivery within the warranty period. Similarly, the Supplier shall repair / replace free of cost in full or part, any or all parts in the event of their failure due to faulty design or workmanship or any other inherent problem(s) during the stipulated guarantee / warranty / defect liability period as per the Purchase Order.
- g) Delay due to "Force Majeure" event; In case of delay occurring due to any 'Force Majeure' event within the agreed delivery terms, the delivery date(s) may be extended by the Company at its sole discretion on receipt of request from the Supplier.

5. Payment Terms

- a) Payment of bills or invoices of the Supplier shall be made as per the terms of the Purchase Order.
- b) The Contractor shall submit original invoice mentioning Purchase Order reference, consignment details against the specific Purchase Order and any other requisite documents as may be required by the Company to the Company's authorised representative in the Accounts department of the receiving location stated in the Purchase Order.
- c) The Company shall have the option to reject any invoice, which is not accompanied with the requisite documents or otherwise deemed fit by the Company. In such event, the Contractor shall submit the revised invoice along with the requisite documents.
- d) It is incumbent upon/obligatory on the part of the supplier to register/give prior intimation to the Company about its status as MSME. The parties agree that all payments for goods or services provided by the MSME shall be made within 45 days of receipt of material/service with a valid invoice. In the event that any provision of this agreement, including the 45-day payment term, is found to be invalid, unenforceable, that such invalidity or unenforceability shall not affect the remaining provisions of this agreement/terms of Purchase Order. The parties further agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves, to the extent possible, the economic, business, and other purposes of the invalid or unenforceable provision.

6. Taxes & Duties

- a) Goods & Service Tax (GST)'s elements like SGST, CGST and IGST, will be charged separately in the invoice by the Supplier.

General Annexure-A For PO NO : 5600000402

- b) The Company shall deduct any applicable Indian and/or foreign withholding taxes on payment(s) to be made to the Supplier.
- c) Supplier shall be responsible for providing proper GST invoicing and proof of deposit of GST in a manner as prescribed by the government for Purchaser to avail 100% credit against GST payment. In case Purchaser was not able to avail the credit due to the reason attributable to the Supplier then the 100% GST paid by Purchaser along with interest and penalty, levied on the Purchaser due to default of the Supplier, will be recovered from the Supplier dues.
- d) Any economic or tax benefit arising out of the implementation of GST Act and its Anti-profiteering Rules 2017 is mandatorily required to be passed on to the company by you. Similarly, the benefits enjoyed by your Vendors/Service Provider and other players in the supply chain are also required to be passed on to you by them, which in turn shall be passed on to JKCL by way of price reductions. Accordingly, you are expected to pass on any direct or indirect benefits arising thereon. The responsibility to pass on the above benefits vests with you, as 'responsible Vendors/Service Providers' and JKCL reserve its right to understand and seek the manner/ mechanism in which such benefits are passed on to JKCL.

7. Set Off

Any money payable by, or recoverable from, the Supplier, owing to its breach, delay and/or default under this Purchase Order, shall be recoverable by the Company, at its discretion from any money payable to the Supplier by the Company under this Purchase Order or under any other contract, by deducting such sums from the amount due to the Supplier or from the Security Deposit of the Supplier under this Purchase Order or any other contract. This remedy is in addition, and not in derogation, to any other remedies available to the Company under the Contract, law, equity or otherwise.

8. Obligations of the Contractor

The Contractor is expected to visit the site to understand the scope of work, site conditions and Health, Safety & Environment related expectations (taking the copy of HSE Manual, if required) before submitting the proposal/ quotation/bid to the company.

The Contractor undertakes:

- a) To execute the work diligently and to the satisfaction of the scope of work and terms & conditions of the PO.
- b) The Contractor shall not engage any sub-contractor or assign the Contract or part thereof without prior written permission of the Company. In all case, the Contractor shall always remain responsible and liable, even when it is permitted to engage a sub-contractor. The Supplier shall indemnify the Company for any loss or damage incurred by the Company in this regard.
- c) If at the request of the Contractor, materials are supplied / given on hire by the Company to the Supplier on a chargeable basis, (which the Company is not obligated to provide in terms of the Purchase Order), the rates for the said materials as decided by the Company shall be binding on and recoverable from the Contractor. It shall be the responsibility of the Contractor to enquire and ascertain the rates from the Company prior to acceptance/utilization of the materials. The Contractor shall utilize any free issue materials or assets of the Company, solely for the purpose for which they have been entrusted to the Contractor.
- d) On completion of the Purchase Order, the Contractor shall return all the materials given to it and in case the Contractor cannot return or is not able to return such materials; its value will be recovered from the Contractor in the manner mentioned in the Purchase Order.
- e) Where the Contractor is executing any Work at its site, the Contractor shall furnish to the Company interim progress reports pertaining to its execution progress, as required by the Company from time to time. The Company may, at any time, depute its personnel to visit the Contractor's godown/site for scrutiny / verification of its materials or assessment of the progress of the Work.
- f) The Supplier using motor vehicles and other equipment within the factory or premises of the Company must take out proper insurance policies covering third party risk or accident to the plant, machinery and workers of the Company.
- g) All requirements pertaining to the welfare of the workforce deployed by the Contractor, including but not limited to medical treatment and insurance, must be taken care of by the Contractor and the Company shall not be responsible in any way.
- h) The Contractor shall issue photo identity cards to its employees working in the Company premises and shall furnish to the Company a list of names of its employees with the copy of the identity cards issued by the Contractor.
- i) The Contractor shall remove all its tools, tackles and other materials within fifteen days after completion of the Work or determination or termination of the Purchase Order, as the case may be, failing which the Company shall be entitled utilise those materials in any other work by any other Contractor. The Company may, at its discretion, either sell the said materials or remove the same to the muck dump at the cost and expenses of the Contractor.
- j) All electrical / IT equipment supplied to the Company including software should be licensed with adequate certification.
- k) The Contractor would alone be responsible to keep vigil, post watchman to guard / protect / secure its properties. The Company would not be liable in any manner whatsoever for any shortage or theft until the materials of the Contractor are handed over to the Company against official receipts.
- l) Facilities at site: Power supply point, proper illumination and water supply at suitable place shall be provided by the Company as per PO terms & conditions. Unless & otherwise specified, Contractor will make his own arrangement at his own cost for tools, tackles & consumables at site. Contractor will also make arrangement for lodging, boarding and transportation of their employees, labor, sub-contractors and any person engaged directly or indirectly by them.
- m) Health, Safety & Environment (HSE): The contractor shall ensure health & safety of it's employees and environment at site. The contractor shall comply with all HSE guidelines and procedures as shared by the company.

9. Compliances by the Contractor

The Contractor undertakes to adhere to the following compliance:

- a) Employment of any person under the age of 21 years in the factory or premises of the Company is prohibited. The Contractor shall furnish valid government document(s) as proof of identify and age for all its employees/workmen working within premises or establishment of the Company.
- b) The Contractor shall be responsible to obtain labor license against each Purchase Order, as applicable, and share the copy thereof with the Company.
- c) The Contractor shall maintain muster roll in the prescribed statutory form or amendments thereof. If permission to subcontract the Purchase Order is granted by the Company, the Contractor will be responsible for ensuring that each of the sub-contractors maintains a similar muster roll for the labour employed by it. This muster roll shall always be available during working hours at the site of the Work for inspection by the representatives of the Company or the competent authority under the applicable laws.
- d) The Contractor shall be responsible to obtain separate P.F. Code under the provisions of Employees Provident Funds & Miscellaneous Provisions Act, 1952, so that the Contractor can deposit the P.F. contribution of its employees and ensure proper compliance with the P.F. authorities.
- e) The Contractor shall be responsible to obtain separate ESIC Code, if applicable, under the provisions of Employees State Insurance Act, 1948, so that the Supplier can deposit the ESIC contribution of its employees and ensure proper compliance with the ESIC authorities.
- f) The Contractor shall also be responsible to get registered under the Contract Labour (Regulation & Abolition) Act, 1970, wherever it is required, and provide a copy of its license to the Company.
- g) In absence of ESIC, the Contractor shall obtain appropriate Workmen/Employees Compensation policy for its workforce and share the copy thereof with the Company.
- h) The Contractor shall abide by the minimum wages and statutory payments stipulated by Government from time to time for payment to its employees. If the Contractor fails to make payment of any dues to its employees or to provide any amenity and benefits which the Contractor is obliged under law to pay /provide, the Company in that event shall be entitled to recover, the amount so paid or the cost of amenity / benefits so provided on behalf of the Contractor from the Contractor in terms of this Purchase Order.
- i) That the contractor shall pay wages each month to his employees by cheque or bank transfer and shall provide proof/details of actual payment made, to the representative of the company. In case any wage is paid in cash by the contractor to his employees, it shall be done in the presence of representative of the company.
- j) The Supplier shall submit muster roll, PF challan & ESIC challan of previous month(s) alongwith bills or invoice for checking/verification of compliance by the Company.
- k) Any transport vehicle carrying goods of the Contractor shall produce necessary documents (pertaining to compliance with the local laws and regulations) both of the vehicle and the Goods carried at the gate of the works of the Company, failing which the Company shall be entitled to refuse entry of such vehicle or the Goods inside its premises. Any penalty imposed on the vehicle or the goods by any authority in this regard would be payable by the Contractor or recovered from the Contractor as per the terms of this Purchase Order.

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- l) That the contractor shall handle all disciplinary, financial, and administrative and leave etc. matters of his employees at his/its end.
- m) Without prejudice to aforesaid, the Supplier shall ensure compliance to all applicable laws including without limitation.

10. Indemnity

The Supplier agrees to indemnify the Company, its directors, officers and representatives from and against any and all losses, liabilities incurred, claims, demands, damages, costs and expenses in connection therewith or arising out of any accident, injury or loss of property due to any negligence, breach of any covenant, undertaking, indemnity, commitments, representation or warranty made by the Supplier under this Agreement and defend the Company at its own cost against all actions, suits and proceedings taken against the Company under any legislation, statute or enactment and/or rules and regulations or by laws framed there under by virtue of the Supplier's failure to observe or non-fulfilment of any statutory condition or by virtue of the Supplier's negligence, or due to any event which results or may result in any of the same being untrue, inaccurate or misleading.

11. Confidentiality

- a) The confidential information, data, specifications, designs and drawings etc. ('Specifications') provided by the Company for the manufacture and/or supply of Goods under this Purchase Order, are Company's exclusive property. It shall be obligatory on the Supplier's part not to divulge or disclose or cause to divulge or disclose such Specifications to any third party without the prior written permission of the Company under any circumstances except in compliance of any order of a judicial forum. Provided however, the Supplier shall give prior intimation to the Company in case of such disclosure.
- b) The Supplier shall not manufacture or caused to be manufactured the Goods for or on behalf of any third party, as per these Specifications of the Company. The Supplier shall not enter into, any direct or indirect, contract for sales of these Goods, nor solicit or entertain any enquires for sale of these Goods from any third party. Any enquiry received by the Supplier for these Goods, howsoever, shall be sent or passed on to the Company forthwith by the Supplier.
- c) The Supplier's failure to carry out its obligations herein shall mean breach of Contract which shall entitle the Company at any time to take steps to prevent the Supplier from continuing the breach and also to claim damages for such breach of confidentiality clause, without prejudice to any other remedy available to it under the law.

12. Bribery and Corruption

Suppliers, Contractors and Business Associates shall comply with all applicable anti-corruption laws and regulations .Jaykaycem (Central) Limited., to this effect, have a zero-tolerance policy towards any form of bribery, corruption, extortion and embezzlement. In particular, Suppliers, Contractors and Business Associates shall not pay bribes or make any other inducement (including kickbacks, facilitation payments, excessive gifts and hospitality, grants or donations) in relation to their business dealings. Suppliers, Contractors and Business Associates are expected to perform all business dealings transparently and these dealings shall be accurately reflected on their business books and records. Suppliers, Contractors and Business Associates shall not hire third parties or do something they are not allowed to do themselves, like paying bribes. Suppliers, Contractors and Business Associates can report their suspicions to Company Secretary of company at email id: (shambhu.singh@jkcement.com) which would be kept strictly confidential.

13. Termination

The Company reserves its right to terminate, cancel or rescind this Purchase Order or any part thereof after a written notice to the Supplier if:

- i) The Supplier fails to supply the Goods or render Services in accordance with the terms of the Purchase Order or otherwise breaches any of the terms of this Purchase Order;
- ii) Any legal proceedings are initiated against the Supplier for liquidation or bankruptcy; iii. The Supplier fails to deliver the Goods on time and/or replace the rejected Goods promptly;

On such termination or cancellation, the Company shall not be liable to pay any cost or damage to the Supplier for any reason whatsoever.

14. Jurisdiction

Subject to the provision of this Purchase Order, the Parties submit to the exclusive jurisdiction of Courts of competent jurisdiction at Delhi alone.

15. Arbitration

In the event of any dispute, controversy or difference between the Parties arising out of or relating to this PO (including a dispute relating to the validity or existence of this PO and any obligations arising out of or in connection with this PO) ("Dispute"), the Parties shall as far as possible try to settle amicably any Dispute relating to this PO. If the same is not settled amicably within a period of 30 (thirty) days, such Dispute shall be referred to a committee formed by the senior management of both the Parties. The total composition of this committee shall not exceed 2 (two) with equal members been appointed by both the Parties. In case such reference made to the committee is not settled within 3 (three) months then the same shall be referred to arbitration. In the event of a Dispute, any party to the Dispute shall be entitled to refer the Dispute to arbitration to be finally resolved in the manner set out in this Article, this PO and the rights and obligations of the Parties shall remain in full force and effect pending the award in such arbitration proceeding. If a Dispute is referred to arbitration by any Party such Dispute shall be resolved by a single arbitrator appointed jointly by the Parties and in the event of failure of the Parties to agree on a single arbitrator, the said arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act 1996 and the Rules framed thereunder as amended from time to time ("the Rules"). The venue and seat of the arbitration shall be New Delhi and the language of the arbitration shall be English. The arbitration shall be conducted in accordance with the Rules, which Rules are deemed to be incorporated by reference in this Article. The arbitration award of the arbitrator shall be final and binding on the Parties and shall be enforceable in accordance with its terms. The arbitrator shall state reasons for its/their findings in writing. <C3 The Parties waive any right of application or appeal to any court, insofar as such waiver is permitted by Applicable Law. The Parties agree to be bound thereby and to act accordingly. Each Party shall bear its own costs of the arbitration, including the costs incurred by the Parties in preparing and presenting their cases; provided, however, the arbitrator may order the expenses of the arbitration to be paid by the non-prevailing Party. The Parties agree that either of them may seek interim measures of the Arbitration Act including injunctive relief in relation to the provisions of this Agreement or the Parties' performance of it from the court of competent jurisdiction. Each Party agrees that no Party shall have any right to commence or maintain any suit or legal proceedings (other than for interim or conservatory measures) until the Dispute has been determined in accordance with the arbitration procedure provided herein and then only for enforcement of the award rendered in the arbitration.

16. Purchase Order Acceptance

The supplier is expected to read and understand the above terms & conditions before submitting the proposal/quotation/bid and/or at the time of discussions/ negotiations before concluding the Purchase Order. The Supplier hereby acknowledges the Purchase Order on its receipt and confirms the acceptance of terms and conditions of the Purchase Order in its entirety. Purchase Order terms deemed to be acceptable within 3 working days from its receipt, if no comments/remarks received by the Company.