

**SERVICE ORDER****Format No : F-6/WI-2 (PP-1; QM-5)****Company**

ULTRATECH CEMENT LIMITED
(UNIT: HOTGI CEMENT WORKS)
HOTGI STATION, DIST.SOLAPUR,
SOLAPUR(MAHARASHTRA) - 413215
INDIA

Phone : 0217-2250303/4/5

Fax : 0217-2250307

Contact: UTCL-HOTGI MATERIAL

Email :utcl-hotgi.meterials@adityabirla.com

Vendor Code : 814022

A ONE SALASAR PVT LTD

MULUND LINK ROAD, BHANDUP (W)

MUMBAI - 400078

INDIA

Phone : 7710024022

Fax :

Email : shefali@aonesalasar.com

Mobile : 022 25660141

Contact : HARSH GUPTA

Service Order :BS/BSE/1330507691**Document Date : 22.01.2024****Validity Period : 22.01.2024-28.02.2024**

Dear Sirs,

We are pleased to place our order on you for the following materials /services subject to terms & conditions and instructions specified here.

Item	Indent No Date	Service Code Service Description	Item Qty	UoM	Item Price INR	Disnt % (Inc Dis & Oth)	Net Value (INR)
10	21149622		1.000	AU	40000.00		40000.00
	10.01.2024	CONDUCTING E-AUCTION FOR SCRAP ITEMS					
0010			1 AU		40,000.00		
		Conduction E-Auction Charges @ 0.25%					

Total value of WO in **INR**(Excluding Duties and Taxes) : 40,000.00

Rupees Forty Thousand**TERMS & CONDITIONS**

Integrated GST : 18 %
Service Location : ULTRATECH CEMENT LIMITED :
UNIT: HOTGI CEMENT WORKS
: HOTGI STATION, DIST.SOLAPUR,
: SOLAPUR(MAHARASHTRA) - 413215
Completion Period : 28.02.2024
Insurance of Person : Our Account
Payment Terms : Within 15 Days After Receipt Of Material

GST DETAILS

GSTIN No : 27AAACL6442L1ZA



Income Tax PAN Number : AAACL6442L
Vendor's PAN No : AAOCA5506C
Vendor's GSTIN No : 27AAOCA5506C1ZV

The quantity shown in the PO is completely indicative. Payment will be made as per actual quantity executed duly certified by the user dept.

1.0 SCOPE OF WORK:

1. List of such items and tentative quantity shall be provided by UltraTech Cement Ltd Unit: Hotgi Cement Works, Solapur from time to time
 2. Drafting the auction catalogue and forwarding it your approval prior to publishing .
 3. Catalogue to approved by UTCL.
 4. Contact the entire potential buyers through phone/Email/sms for various lot/location being outup in the auctions.
 5. You can select vendors from your data bank and enquiry will also be sent to the vendors as per list provided by us from time to time.
 6. Conducting digital marketing and promotions through various other sources.
 7. Follow up with bidders for participation in the auctions and fascinating for deposition EMD/CMD.
 8. To provide a platform for online bidding.
 9. Helping, training & support the bidders during bidding process to ensure trouble free bidding.
 10. After completing the e-auction , auction report will be submitted to company
 11. EMD/CMD DD for non successful bidders shall be return to them by us after the expiry of the time line i.e 48 hrs.
- Of auction completion or year approval if the condition in the catalogue prevails.
12. To declare the result based on your confirmation to the H-1 bidder.
 13. Work order for conducting e-auction for disposal of surplus/obsolete/scrap items from time to time will be given by UTCL.
 14. If due to system failure or for any other reason, you will not be able to conduct auction properly then you have to conduct e-auction again without levying any additional charges.
 15. UltraTech Cement Ltd Unit: Hotgi Cement Works, Solapur shall issue sale order to the successful bidder.
 16. UTCL reserve the right to accept or cancel the e-auction. In case of cancel the e-auction, Re-auction to be conducted.
 17. Before participation in e-auction the party should inspect the lots at UTCL site.



18. Wearing shoe, helmet, jacket is mandatory while entering into the plant area.

19. FEES:

You shall be paid service charges @ 0.25% on the successful basic sale value (excluding duties & taxes). However, other tax, if any, shall be paid extra at the time of payment.

2.0 PAYMENT TERMS:

1. The payment of service charges together with service tax, if applicable, shall be paid on basic value against each items/lot on completion of sale transactions and receipt of 100% payment from the purchaser, on monthly basis within 15 days of submission of your bills.
2. GST extra as applicable during the period of service execution.
3. TDS: Tax will be deducted at Source from your bill and the TDS Certificate will be issued to this effect at the end of the financial year.
4. The amount/quantity shown above is only indicative, you will be paid as per the actual work done and billed.

3.0 SPECIAL INSTRUCTIONS:

1. UTCL reserve the right to accept or cancell the e-auction. In case of cancell the e-auction, Re-auction to be conducted.
2. Before participation in e-auction the party should inspect the lots at UTCL site.

Wearing shoe, helmet, jacket is mandatory while entering into the plant area.

4.0 TERMINATION OF CONTRACT:

This contract shall be terminated on the following considerations without any notice:

1. If you are found guilty by court of law and the offense involves moral turpitude.
2. If you indulge in Mal-practices such as bribery, corruption, fraud, pilferage etc.
3. If you are declared bankrupt, insolvent, wound-up, dissolved or partitioned.
4. If you are found to have substituted or damaged or disposed of material or document from any employee of the company.
5. If you are found to have obtained, by questionable means, copies of any document from any employee of the company.
6. If you submit any fake or false documents or certificate for getting the contract.
7. If you are persistently violating or circumventing the provisions of labour laws, even in spite of warnings.



8. If you are persistently refusing to return company's dues.

9. If you indulge in anti-management activity of any kind.

10----- . If you fail to provide -----desired quality and /or quantum-----
- of services or violates any -----clause of contract or provision----- of law as applicable to
you or your workmen/works.

11. In any case, this contract can be terminated by either party by giving 30 days# notice to other without assigning any reason.

5.0 DISPUTES & JURISDICTIONS:

All disputes relating to this Work Order or arising there from between the Company and the Contractor shall be subject to and be referred to the court of competent jurisdiction situated within the limits of Solapur city. Neither the contractor nor the company shall take or adopt any legal proceedings to enforce any claim against the other relating to this Work Order or arising there from in any court other than the court of competent jurisdiction within the limit of Solapur City.

6.0 CLAUSE OF FORCE MAJEURE:

If due to any reason beyond our control such as plant stoppages, acts of God, natural disasters, wars, riots, floods, earthquakes, pandemic etc. or any other reason beyond our control, we may not be able to implement this contract. You will have no claim on us for implementation of this contract during such period of force majeure.

7.0 ARBITRATION:

If any disputes arise between the parties, the dispute will be referred to sole arbitrator nominated by the RC management and his decision will be final.

8.0 RISK PURCHASE CLAUSE:

In the event of your failure or delay to execute the order completely as against stipulated delivery period we have the right to make an alternative arrangement to complete the service without assigning any reason thereof and the additional liabilities will be borne by you.

9.0 SAFETY REQUIREMENTS:

A. Contractor/ Vendor shall ensure that they take all required safety precautions in carrying out the work awarded under this work order at our premises, as per the guidelines set by our Safety department. Necessary approvals/ clearances are to be obtained from our concerned Section In-charges before commencing the job.



- B. Contractors to ensure that the PPE are used by the personnel while on work. UTCL shall not be responsible in any way for any accident/ injury (including fatal accident) to the contractor#s / vendor#s personnel while at work at UTCL premises.
- C. Order may be terminated without any notice on non-satisfactory performance with respect to ABG safety standard requirements.
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- D. UTCL shall not be liable for any cost towards same.
- E. All Tools & Tackles (Including lifting & Loading equipment) should have valid Latest Test Certificate and as per ABG standards.

10.0 INFORMATION SECURITY:

- A. You will ensure that the information received from UTCL in connection with the services being provided by you are kept confidential all the time and not be shared/disclosed to any one in any form without prior written consent from us.
- B. You will ensure that the personal background is maintained for the individual person deployed by you in our premises and this information would be provided by you as and when required by us.

12.0 LEGAL / STATUTORY REQUIREMENTS:

- A. Contractor shall have self PF & ESI establishment code and a copy of the same is required to submit at the time of engagement.
- B. You shall obtain license from licensing authority under the Contractor Labour (Regulation & Abolition) Act 1970 and all other act applicable time to time.
- C. You shall not entertain / engage any subcontractor without the specific permission in writing from us, if so, permitted you should furnish bond to us indemnifying us from any action of his sub-contractors involving extra financial liability. D. You have to ensure PF & insurance coverage of your workers before starting of job in plant premises.
- E. It is mandatory to produce minimum 2 Identity Proofs (in which Adhaar Card is must), Bank Account number and mobile number of each of your workers under your contract at the time of Gate Pass preparation, as without that the gate pass formalities will not be processed.
- F. You have to ensure opening of PF & ESI accounts of your workers before deployment of any working crew in plant premises.
- G. You have to produce the statutory compliance of all applicable, which will be checked & verified by the ER Dept. on monthly basis without fail. In case of non-compliance, suitable penalty / actions will be taken against you.
- H. You have to ensure your complete Contract Labour Management Activities right from deployment to the bill process including verification of the statutory documents through Kronos System. The concerned from the CLS will educate about the system during initial Orientation.
- I. You have to ensure that all your workmen are well educated about safety.



J. After completion of Jobs / full & final settlement, proper communication should be given.

K. This Work Order gives the contractor a mere license to enter in to the premises the Work Order does not confer any tenancy rights or ownership. The entire and exclusive possession of the premises will remain and shall at any time be deemed to have remained always with the company.

13.0 MANAGEMENT SYSTEM REQUIREMENT

As UTCL unit having the following ISO certification to ensure the system requirement, you are also equally important to follow the requirements of the system and inform you and the interesting parties also.

A. Environmental Management System

Ultra Tech Cement Limited, Hotgi Cement Works has implemented an accredited Environmental Management System confirming to ISO 14001:2015. You are requested to get in touch with the concerned Section-in-Charge, Head of the Section or Head of the Department to understand the environmental aspects of the activities that you may carry out at our works, if any. In such a case you are required to give an undertaking that you will abide by the instructions given to you. ISO 14001:2015 # Contribute for the environment by recycling the resources and inform the concern about the environment while disposing the any waste which are directly effecting to the environment.

B. Social Accountability

SA 8000:2008 # Which explain about the social accountability in this regard NO CHILD LABOUR to be deployed.

C. Quality Management System

ISO 9001:2015 # You have to ensure all required material being supplied as per the standard/requirement.

D. ISO 45001:2018

The health and safety of every person to be addressed and follow the health & safety requirement namely transporting HAZ material being following required documents like TREM CARD, permit of the vehicle, carry of cylinder as per the Rule of 2004, check for proper dates towards manufacturing dates & expiry along with Material Safety Data Sheet (MSDS).

15.0 NDA CLAUSE:

Contents of this document are not supposed to be divulged / disclosed / copied and parted to any other party without our consent. Any violation to this condition shall be construed as a breach of contract.

**CONFIDENTIALITY TERMS: -**

-----"Confidential Information" means and includes, all information of any nature (including without limitation, documents, drawings, models, apparatus, sketches, designs, specifications and list furnished to the Recipient by the Disclosing Party and any tangible embodiments of the Disclosing Party's Confidentiality Information created by the Recipient, which a Party may have or acquire before or after the Purchase Order Date and during the contractual period, however conveyed (whether in writing, verbally, in a machine-readable format, or by any other means, and whether directly or indirectly), which relates to the business, products, price, developments, personnel, suppliers and customers of a Party and its Affiliates (whether or not designated as Confidential Information by the disclosing Party), and all information designated as confidential or which ought reasonably to be considered confidential;

The Supplier shall keep all Confidential Information received from UTCL as strictly confidential and shall not disclose to any persons other than its employees and advisors on a need-to-know basis and subject to such employees and advisors being bound by obligations of confidentiality similar to the obligations under this letter.

Confidentiality under the clause shall be survived upon the expiry or termination of the Purchase Order. In case of violation of confidentiality agreement, Purchase Order shall be terminated at the option of the Disclosing Party. Recipient shall indemnify the Disclosing Party for the liquidated damages caused to the Disclosing Party on account of such breach/violation, without prejudice to the right to claim penalty before the competent court.

ORDER ACCEPTANCE:

You will provide order acceptance within 7 working days from date of receipt of Order by sending duplicate copy duly stamped and signed by you (i.e. scan by email / hard copy by mail), failing which the Order will be treated as accepted by you

ACCIDENT/DAMAGES COMPENSATION:

In case the accident involving the contractors vehicle is caused due to negligence or otherwise either by the contractor's employee or by any workforce engaged by the contractor, then the contractor shall bear for all the cost incurred by UTCL for such incidents and UTCL shall proceed against the contractor for damages.

GST:

You will raise the Tax Invoice in the format prescribed as per GST Laws along with prescribed documents for movements of goods and ensure to upload the required data timely in GSTR-1 and GSTR-3.

If GST is payable under reverse charge by UltraTech, then same should be mentioned on Invoice by you.

In case of any advance payment, you shall raise the necessary document and ensure the compliances as required under GST Law.

In case of any loss to UltraTech on account of non-compliance from your end e.g. incorrect declaration, failure/delay in deposit, failure/delay in upload of transaction, confiscation of goods by Govt. due to improper documents during movement etc. the same shall be recovered from you along with interest/penalty, if any.

Where ever applicable, UTCL shall deduct tax at source under the GST Laws at the rates prescribed.

On the implementation of GST, you will pass on the direct/indirect benefits accruing to you. This would include benefit pertaining to input tax, reduction in your cost of input material due to GST, reduction in effective tax rates etc.

Since the introduction of GST, if you had in any financial year or are expecting to have in the current financial year an annual Turnover more than the threshold specified under GST provisions for mandatory issuing e-Invoices, then you must issue e-Invoices under the GST provisions. If you have not issued the same till date, you should regularise the same immediately. In any case, you would hold UltraTech Cement Ltd harmless and that you shall be required to indemnify UltraTech Cement Ltd for any loss suffered by UltraTech due to non-issuance of e-Invoices by you.



The present Turnover threshold -----specified is Rs.500 crores per -----
-----annum, and this has been -----notified to be reduced to ----- Rs.100 crores per annum
w.e.f. 01.01.2021.

TCS Clause:

Further as per newly enacted provision 206AB/206CCA of IT Act, UltraTech shall deduct/collect TDS/TCS at higher rate if any supplier (of goods or services) is non filer of Income Tax return in last two assessment years immediately preceding the year in which TDS/TCS is to be deducted/Collected and in their case TDS/TCS deducted is exceeding Rs.50,000/- in each year. The last two years mentioned hereinbefore shall exclude the year for which time of filing return is not expired us139(1) of IT Act. In the absence of PAN, TDS would be deducted at higher rate u/s206AA of the IT Act. The supplier shall give the declaration (with supporting) as per format provided by UltraTech declaring the fact about filing of return of Income and compliance of section 206AB/206CCA of the IT Act.

SAFETY:

You will follow the safety norms as per UTCL standards.

We require order acknowledgement immediately .

For ULTRATECH CEMENT LIMITED
(UNIT: HOTGI CEMENT WORKS)

Amit Srivastava
Section Head (F & C)