

**Grasim Industries Ltd-Chemical Division** Caustic Plant - Balabhadrapuram

Survey No. 1,2,3,4, Kanedumetta Road, East Godavari, Balabhadrapuram Andhra Pradesh Pin Code - 533343 [India]

Telephone Number - 8331997415 Fax Number -

Regd. Office - PO Birlagram, Nagda Dist-Ujjain(MP) India - 456331

Ref. No.: Date

PO Number : 3400001172 PO Date : 06.03.2024

**SERVICE ORDER** 

ISO Doc No.

Vendor Code : 5200002695 (Registered) M/S A ONE SALASAR PRIVATE LIMITED MUMBAI SUBURBAN

104, VASUDEO CHAMBERS, MULUND LINK ROAD, BHANDUP WEST BHANDUP - 400078

Maharashtra, India

State Code: 27 Contact Person:

Ph. No. - 2225660141 / 7738087352

E-Mail ID - SALES@SALASARAUCTION.COM

GSTIN: 27AAOCA5506C1ZV

Contact Person Raghavendra Illuri

9164401777 Phone

E-Mail ID : raghavendra.illuri@adityabirla.com

**ORIGINAL** 

Dear Sir.

We are pleased to place our order for the following material(s)/ service(s) subject to terms and conditions and instructions specified here and overleaf. Please address all Bills and correspondence mentioning our order No. & date to the HOD (Materials) Grasim Industries Ltd-Chemical Division/Caustic Plant - Balabhadrapuram P.O Survey No. 1,2,3,4, Kanedumetta Road - 533343, East Godavari, Andhra Pradesh. Kindly mention our Item code & Purchase Order with applicable HSN/SAC Code on your Invoice.

SNo	Material/Service Code Code Description	HSN / SAC Code	Quantity UoM	Rate	Discount	Total Tax	Net Value
1	e auction annual charges FY 2024-25	998519	1.000 AU	90000.00 INR		18.00 % 16200.00	90000.00
	3009170 - E-Auction Charges	25.00 EA	3600.00 INR				
	E-Auction charges of imported Steam C	coal					
	Service Schedule			1.000	31.03.2025		
	Basic Price (Gross)				90000.00		
				18.00 %	16200.00		

# **Total Value Excluding Taxes**

90000.00

Amount in Words: Rupees Ninety Thousand Amount Only.

**Purchase Order Terms and Conditions** 

**INCO Terms** Insurance Freight

: FOR - Site BBpuram

: Consigner

Dispatch From Dispatch Mode

**Payment Terms** : 30 days after receipt of material / service

**Dispatch Through** 

# **Consignee Details**

: 37AAACG4464B4ZU

Website : www.adityabirla.com : AAACG4464B

CIN No : L17124MP1947PLC000410

### Remarks -

This is for e-auction of 25 no's as per GIL requirments.

Period is 01.03.2024 to 28.02.2025.

Re-auction facility will be accepted as per your quote.

Payment will be released at actual consumption of E- Auction.

Remaing & Terms conditions should be as per your quote.



# Grasim Industries Ltd-Chemical Division Caustic Plant - Balabhadrapuram

Survey No. 1,2,3,4, Kanedumetta Road, East Godavari, Balabhadrapuram Andhra Pradesh Pin Code - 533343 [India] Telephone Number - 8331997415 Fax Number -Regd. Office - PO Birlagram, Nagda Dist-Ujjain(MP) India - 456331 **SERVICE ORDER** 

**ORIGINAL** 

PO Number : 3400001172 PO Date : 06.03.2024

ISO Doc No.

For Grasim Industries Ltd-Chemical Division

Prepared by Authorised Signatory

### **Terms & Conditions**

- The material/goods/equipment etc. shall be strictly in accordance with the description, specifications and in full conformity with the Purchase Order and of best quality. In case if it is found that materials supplied are not according to the specification required by the buyer or received in damaged or broken condition or otherwise, found not satisfactory owing to any reason, is entitled to reject/cancel the material/goods/equipment and procure the same from the MARKET on its own and adjust the costs and expenses of such procurement from the deposit made by the Supplier/Seller and/or the Buyer is entitled to recover the balance from the Supplier/Seller. Where no standards of specifications are prescribed, the Supplier/Seller shall ensure supply of the same as per the best quality/standard. In which event the Supplier/Seller shall arrange for the removal of such rejected material from the Buyer's premises at his/its own costs and expenses within ten days from the date of receipt of intimation from the Buyer. In case the Supplier/Seller fails to remove such rejected material even within ten days, the Buyer is entitled to dispose the material goods/equipment after waiting for a maximum period of thirty days for the Supplier/Seller to arrange for removal.
- Where the Material are required by the Purchase Order to be dispatched to Caustic Plant Balabhadrapuram, Andhra Pradesh Siding on Railway, a Tax Invoice in duplicate giving full details of each consignment together with Rly. Goods Receipts or Parcel way Bill should be sent to HOD (Materials) Grasim Industries Ltd-Chemical Division P.O. Survey No. 1,2,3,4, Kanedumetta Road, East Godavari Balabhadrapuram, Andhra Pradesh(533343)and not to any other Department to or individual, if possible on the same day as the consignment is dispatched or at the latest on the following day. The Tax Invoice should give full reference of the order number and date against which the Supplies are made.
- In case of Supplier/Sellers fails to deliver materials strictly within the delivery schedule, the Buyer may instruct to despatch the same by any costlier mode of transport. The entire additional expenditure involved will therefore, have to be borne by the Supplier/Seller even if the order is on the basis of F.O.R. Supplier/Seller's station of despatch and therefore the normal goods train freight will have to be borne by the Buyer and all additional expenditure shall be recovered from the Supplier/Seller.
- The prices mutually agreed between the Buyer and Supplier/Seller are final and therefore no revision on any account shall be entertained. Time of delivery is the essence of the terms and conditions for Sale/Supply against this Purchase Order if the material is not delivered strictly within the specified time of delivery; the Buyer is entitled to reuse/accept the deliver at its discretion. In case no time is prescribed, the delivery shall be made within seven days from the date the Purchase Order. The Buyer shall be entitled to withhold any payments for breach of any of these terms/conditions by the Supplier/Seller.
- Where the order is placed on F.O.R.Caustic Plant Balabhadrapuram, siding basis both freight and insurance charges shall be deemed to have been included in such price and the loss, breakages or any damages during transit due to any cause whatsoever shall be borne by the Supplier/Seller.
- Payment shall be made on the actual weight or quantity received and compliance of the pacifications duly certified by the Buyer.All charges and expenses on account of wharfage and demurrages are to the Seller/Suppliers' account. This Purchase Order is valid only till the expiry of the delivery date mentioned
- Invoices and all documents shall contain our purchase order number & date, packing list or challan and test certificate etc. showing complete despatch particulars. The buyer shall not be responsible for payment of any wharfage/demurrage charges for any delay in delivery of the material/goods/equipment on account of the documents not being retired by the bank/s due to non-mention of these details.
- For all high energy consumption equipment, Energy efficiency of the equipment is one of the deciding factor for selection and finalisation of order.All Documents e.g. test Certificates / Guarantee / Bonds other such documents wherever applicable to be sent along with Commercial invoice HOD materials at our site immediately after dispatch of material.
- Material should be packed in road-worthy packing to avoid transit damages and to be dispatched along with the invoice, documents such as Three copies of Excise Gate Pass cum Invoice. Excise Duty will be paid only if Transporter Copy of Invoice with the Seal and Signature on the top of the Invoice incorporating (1) GST Registration No. of Supplier/Seller, (2) Rate of duty and Amount in words & figure. (3) Full name of the company is received along with material to avail tax credit benefit.
- Payment of all current and future duties, levies or taxes (including any statutory variation therein) leviable on the service / supply / work undertaken as per this PO, shall be strictly to the account of Seller/Supplier.
- The Supplier / Vendor hereby covenants to comply with the applicable provisions of law, including but not limited to section 171 of Central Goods and Service Tax Act, 2017 or applicable section of IGST/UTGST/SGST law, and pass on to the company all the benefits arising from any reduction in the rate of tax on any supply of goods or service or both or the benefits of input tax credit, exemption, concessions, rebate, set-off, by way of reduction in the prices of the services / supply / work undertaken by the Supplier / Vendor as per this PO.
- The Seller/Supplier shall ensure compliance of all statutory obligations and take payments of all the levies. The Buyer shall not be responsible for any non-compliance and penalties and consequences arising out of the Seller/Supplier's non-compliance/non-payment. You shall comply with the provisions of goods and service tax laws to ensure that the company is able to avail the entire eligible tax credit on timely basis for the service / supply / work undertaken by you under this PO.
- In addition to the indemnities covered elsewhere in the agreement/order, you shall further agrees to indemnify and to keep the company harmless from and against any actual or potential liabilities, damages, interest penalty and cost to the company arising from breach or non-compliance of laws. Further you
- agrees that indemnity clause shall survive the termination / expiry of this agreement, howsoever occurring.

  Without prejudice to the provisions of this PO, the obligations of the Supplier / Vendor to comply with the Goods and Service Tax provisions in respect of the services / supply / work undertaken by the Supplier / Vendor as per this PO, shall survive the termination / expiry of this PO, howsoever occurring.
- If you fails to provide documents as required to avail the GST credit, Grasim shall not pay amount of GST charged by seller in their tax invoice along with supply of goods or service. You shall ensure filing of correct tax returns on or before due dates as specified in GST law. In case of failure in tax returns filing or any delay in tax credit due to other mistake at your end, Grasim shall recover the amount of tax paid against such invoice and interest @ 18% per annum thereon for the period of delay in tax credit. All tax information given on the purchase order should be mentioned in the Tax Invoice of manufacturers/original suppliers of the materials.
- We are committed to We encourage all stakeholders to join with us in systemic approach. Supplier with above system approached & Certification and give due weightage.
- The PO/WO shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be
- Any dispute arising out of this Purchase Order shall be referred to a Sole Arbitrator to be appointed by the Buyer under the provisions of the Arbitration and Conciliation Act, 1996 as amended and the decision of such Sole Arbitrator shall be final and being on both the Buyer and the Seller/Supplier. The venue of such arbitration shall be at East Godavari, Balabhadrapuram.
- Material shall be booked through our approved transporter directly reaching to East Godavari, Balabhadrapuram, Andhra Pradesh. You should instruct transporter to declare the following declaration on the LR Note as per circular No. B1/6/2005 dated 27th July 2005 of the Board of Central Excise & Customs.
- You shall submit guarantee/warrantee certificate conforming to the specifications of P.O. and dimensional accuracies as per the requirement/drawing/design.
- Please raise separate invoice for separate PO, Otherwise your payment will be delayed. Unless the material is dispatched on full truck load, the consignment should not be booked on door delivery basis. All materials are subject to Inspection / Verification and acceptance at our Stores. All disputes under this Purchase Order shall be subject to the jurisdiction of the courts in East Godavari, Balabhadrapuram in Andhra Pradesh.
- Safety Precautions: Kindly provide MSDS (Material Safety Data Sheet) along with each supply, if applicable. Contact address in case of emergency must be mentioned clearly. Relevance of products to standard must be mentioned. Date of manufacturing, Batch No., Expiry Date must be mentioned, if applicable.
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- You shall adhere to and implement Supplier Code of Conduct accessible at https://www.grasim.com/investors/policies-and-code-of-conduct.

  Confidentiality: Except and as otherwise agreed by the parties and subject to applicable law or any court of competent jurisdiction, this \_\_\_\_\_\_(agreement/purchase order/ MOU) and all details, documents, data applications, software, systems, papers, statements and business/customer Information') which may be communicated to the Supplier/Seller shall be treated as absolutely confidential and the Supplier/Seller irrevocably agrees and undertakes and ensures that the Supplier/Seller and shall keep the same secret and confidential and not disclose the same, in whole or in part to any person without the prior written permission of the Company.
- You should strictly adhere to whenever you supply any material to us. As per Companies Act, companies are required to make certain disclosure pertaining to the Vendors registered under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act, 2006).
- If your firm/company is registered under MSMED Act, 2006 please send us a copy of the registration certificate within 15 days to enable us to make proper disclosure in our Financial Statements. If copy of the registration certificate is not received before said time schedule, it will be assumed that the provisions of the MSMED Act, 2006 are not applicable to your firm/company.
- Kindly submit your order acceptance in 7 days by Fax or grcd-bbp.custsupport@adityabirla.com to the concerned person as mentioned in the order, if not we will consider this PO is accepted by you with all terms and conditions.
- You shall not sub-contract any work to any existing contractor working in the unit and shall not engage any contractual manpower of other contractor.
- Force Majeure" means war, emergency, accident, fire, earthquake, flood, storm, industrial strike, lock-out, labour or labor Union disputes or other impediment which the affected Party proves was beyond its control and that it could not reasonably be expected. A Party affected by Force Majeure shall not be deemed to be in breach of this contract, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this Contract to the extent that the delay or non-performance is due to any Force Majeure event.

### **Terms & Conditions**

The time for performance of that obligation shall be extended accordingly. If any Force Majeure occurs, it shall notified within a reasonable time not later than 10 days from the occurrence. If the performance by either Party of any of its obligations under this Agreement is prevented or delayed by Force Majeure for a continuous period in excess of one month, the Parties shall negotiate in good faith, and use their best endeavours to agree upon such amendments to this Agreement or alternative arrangements as may be fair and reasonable with a view to alleviating its effects, but if they do not agree upon such amendments or arrangements within a further period of 15 days, the otherParty shall be entitled to terminate this Agreement by giving written notice to the Party affected by the Force Majeure"

## SA-8000-

Following Social Accountability norms are followed by us and also encourage our suppliers and service providers to follow these practices.

- Maintain positive legal compliance to which unit subscribes.
- Identify, assessing and managing potential risk and its impact.
- Aligning existing policies, processes and activities with its commitment to respect human rights.
- Valuing diversity and equal opportunity.
- Prohibition of all forms of harmful child labour, forced labour/trafficking labour discrimination and harassment.
- Maintain clean, hygienic, healthy and safe place.
- Providing access to remedy by resolving grievances in a timely and culturally appropriate manner.
- Freedom of association for workers and bargaining.
- No interference in fundamental rights of employees and treat all with dignity.
- No disciplinary action i.e use of corporate punishment, mental or physphysical coercion or verbal abuse of personal.
- No harsh or inhuman treatment is allowed.

We appreciate M/s Grasim Chemical Division commitment towords system and commit our self to follow stated practices/requirements of international standards.

Note: In case material found short / damaged, the bill shall be passed with actual received quantity in good condition at our factory. You have to raise the credit note immediately against our shortage Memo and the same shall be updated on GSTN also.