



Regd. Office:- J-6, Jaydev Vihar, Bhubaneswar - 751013, Odisha, India, Tel:-0674 2360581/540, Fax:- 0674 2360321

PURCHASE ORDER (Domestic)

Vendor Code	: 10000074	PO. Number	: 13692318585
Vendor	: A ONE SALASAR PRIVATE LIMITED	Creation Date	: 17-MAY-2024
Site	: S1-MUMBAI	Amendment No.	:
Address	: 104,VASUDEV CHAMBER	Amendment Date	:
	MULUND GOREGAON LINK ROAD	Currency	: INR
	BHANDUP WEST OPP.D MART,	Our Contact	: RAMESH TIRIYA
	MUMBAI , MAHARASHTRA , India - 400078	Email	: ramesh.tiriya-t@adityabirla.com
GSTIN No.	: 27AAOCA5506C1ZV	Phone No.	:
Email	: sales@salasarauction.com	Ship to Location	: Utkal Stores
Contact Person	: SHRADDHAAJIT MATTU		
Mobile	: 26575958		

REFERENCE: Contract for conducting online e-Auction towards the sale/disposal of Scrap & Waste.

Please Supply/Service the following items subject to the terms & conditions mentioned here under and overleaf

S.No	Item Code/Desc.	HSN/SAC Code	UOM	Ship Qty	Unit Rate
1	801015000409 PROVIDE: CONSULTANCY; TYPE: E-AUCTION SERVICE; SCOPE: INDUSTRIAL WASTE AND SCRAP SALE, RESOURCE TYPE: AUCTIONER	0	RUPEES	1.000	50000.00
Shipment Date 1			18-NOV-2024		
Description..			%/Amount	Rate	Amount
Basic Value					50,000.00
IGST_INV_UTK_18			%	18.00	9,000.00
Item Total Value :					59,000.00
Total Purchase Order Value :					59,000.00

Value in Words ( INR ) : (Fifty Nine Thousand Only)

Other Terms and Conditions :

Payment Terms : Immediate

Price Type Terms : Fixed

Freight Terms :

Transportation arrangement :

Our General Terms and Conditions are mentioned overleaf.

Subject to the specified & General Terms and Conditions,including Utkal Supplier's Code of Conduct

Utkal Alumina International Limited

Shashi Prakash Gupta  
Assistant General Manager

This is a digitally signed document.

DIVISION	: Odisha	Import/Export Code	: 2309001902
PAN	: AAACU3008R	TAN NO.	: BBNU00076G
CIN No.	: U13203OR1993PLC003416	GSTIN	: 21AAACU3008R1ZD

Annexure - 1 Specific T&C :

Annexure â€“ 1	
1. RESPONSIBILITY OF COMPLETENESS:	
1.1. Any scope of work which is not specifically mentioned in the order, but required for the completion of the works , shall be supplied/ rendered free of cost to us, unless expressly excluded in the order.	
1.2. Any approval by us at any stage for any work by you shall not relieve you of your obligations under this Order.	
1.3. You shall execute the work under the instruction of EIC UAIL.	
2.0 Price Basis : - Prices are inclusive of cost of all required, Consumable, labour, supervision, all statutory levies, Tools & Tackles, PPEs, insurance and profit complete, except GST tax (Prices are remaining fixed firm & binding till completion of job)	
2.1. PRICE VARIATION: The Order Value, terms & conditions shall remain fixed, firm & binding till completion of the Order	
2.2 Prior starting the job contractor has to submit the workman compensation/ insurance, PF document to the USER and HR department along with the work order copy (Mandatory).	
3. PAYMENT TERMS: -	
3.1. 100% progressive payment shall be paid against the submission of bill dully certified by UAIL EIC/OC	
3.2 Special Notes: NA	
3.3: Scope of Works : As per WO Line item & Description, offer and as per advised by UAIL EIC.	
Scope:	
UTKAL ALUMINA INTERNATIONAL LIMITED is pleased to authorise M/s A One Salasar Pvt. Ltd. for conducting Internet auction to facilitate disposal of various scrap / equipment / machinery / obsolete/surplus items available at our DORAGUDA UNIT	
With this mandate, you shall organise auctions on the Internet to obtain rates & facilitate the sale.	
The Commercials agreed are as under:	
? Fees - The PO amount is indicative. You shall be paid @ Rs.25000/- to the month in which auction will be conducted + GST.	
Scope of work agreed are as under:	
1. To provide "sal mandate	Client
- agree on auction date & timing	Client & A One Salasar
- agree on terms & conditions sale	Client A One Salasar
2. Provide list of materials to be auctioned to A One Salasar	
-Materials covered in the "sales madate" would be available for sale or " as is where is and no complain basis"	
With applicable GST , other taxes and duties	
- These details shall be provided in advance before the auction date.	Client
3. communication of reserve price/ start bid price against items as per sales mandate	Client
4. a.Preperation of auction catalog	A One Salasar
b. approval of auction catalog	Client
5. Conduct market- making activities among the potential buyers	
- Identify the potential buyers	
- inform the petential buyers about the material	
- inform the potential buyers regarding date, time and terms, conditions of auction sale/ delivery	
- Train potential buyers for on line auction on request	A One Salasar
6. New papers Advertisement( if desired by client, cost to be borne by client )	A One Salasar
7. Falicitate pre tender inspection of materils. Necessary co ordination shall be done by client at plant site	A One Salasar
8. Collection of pre auction EMD from intending participants as specified in the auction catalog.	A One Salasar
9. Facilitate registration of bidders, activate user-id & Passwords of eligible bidders to place bid in the internet auction	A One Salasar
10. Conduct e auction between the bidders	A One Salasar
11. Submission of auction report with the detail of all participants, bid history	A One Salasar
12. Client within its rights to accept or reject the bids received in internet auction. Clients decision in this regard to be communicated to A One Salasar in writing within 3 working days	Client
13. Remitting successful biddes EMD to client's accouts and return of EMD to unsuccessful bidders within 15 days from date fo completion of auction	A One Salasar
14. To issue sale intimation letter to successful bidders	A One Salasar
15. Receive the sale consideration & deliver material to successful bidders	Client
2) Contract Period: 6 months from the date of work order.	
All Major and Minor safety prequestions / action / steps shall be taken by contractor before starting any jobs	
4. TAXES:	
GST on the above job shall be reimbursed by the UAIL only on compliance with GST Rules and Regulations and matching of data in the GSTIN Network.	
You will have to pay GST and file return immediately after invoicing. Any laps on claiming of GST to us due to your negligence will recovered from your invoice.	
Income Tax at the prevailing rate shall be deducted from your bills and deposited to the credit of appropriate authority, for which UAIL shall provide necessary certificates.	
You shall indemnify UAIL against any liability arising towards all statutory payments.	
Statutory variation in taxes & duties and/or imposition of any new tax/duty after the date of this order shall be to UAIL?s account.	
It is understood by the Parties that the work area is a normal domestic unit and all the statutory levies as applicable on the date of this order have all been considered either in Your scope or in UAIL scope.	
5.INSURANCE:	
5.1. To be arranged by you at your cost for the following:	
5.2. For your supervisors / employees at Site with appropriate life, sickness and accident for the duration of their services at site.	
5.3. For any special erection and/or testing tools or instruments you may bring to site for the period of erection and commissioning	
5.4. Third parties against all risks	
5.5. We shall take marine-cum-storage-cum-erection insurance.	
8. LIQUIDATED DAMAGES FOR DELAY: In the event of delay in completion period, you are liable to pay LD @ 0.5% of Contract Price per completed week of delay for the first 4 weeks, thereafter @ 1%of Contract Price per completed week of delay subject to a maximum of 5% of the Contract Price	

9. Retention Money: NA

9.ARBITRATION:

- 9.1. The Parties hereto shall endeavour to settle all disputes and differences relating to and/or arising out of the Order amicably.
- 9.2. Any or all disputes with respect to the interpretation or other disputes between the Parties hereto arising under or in connection with the Order which disputes can not be resolved by mutual discussion between the Parties to the Order within 60 days, shall be referred to Arbitration under the provisions of Arbitration and Conciliation Act, 1996 by or any subsequent modifications and amendments thereof. Each Party shall be entitled to nominate an Arbitrator and the two Arbitrators so nominated shall jointly nominate a third Arbitrator.
- 9.3. The place of arbitration shall be Cuttack, India and the language of the arbitration shall be English.
- 9.4. The Parties further agree that any arbitration award shall be final and binding upon the Parties.
- 9.5. The Parties hereto agree that both the Parties shall be obliged to carry out its obligations under the Contract even in the event a dispute is referred to Arbitration unless the dispute is of such a nature that it is not possible to carry out the obligations.

10. BANK GUARANTEE: NA.

11. WORKMEN COMPENSATION POLICY:

You shall 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 for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any worker or other person in your employment.

12.SUPERVISION;

- 12.1. You shall depute one supervisor who will interact with concern EIC authority for smooth completion of job.
- 12.2. You shall bear all cost of travel including local transportation, incidentals incurred in connection with travel and stay of their supervisors.
- 12.3. Should we by notice in writing to you, object to any supervisor sent to Site who shall be guilty of serious misconduct or be incompetent or negligent, and we provide written evidence that your personnel is actually guilty as mentioned above, you shall ensure that you remove and promptly replace such person at your expense so as not to cause any interruption in carrying out the job and PAT and other necessary activities.

13. DEPLOYMENT OF MANPOWER:

- 13.1. You shall obtain necessary Labour Licence from local Government in accordance with prevailing laws and necessary labour registers etc, shall be maintained by you.
- 13.2. You shall follow all statutory obligations under Contract Labour (Regulation & Abolition) Act 1970, ESI and Provident Fund Acts etc. as applicable for your labour and staff engaged in execution of the Work at Site. In case of any violation of these rules penalty/legal implication thereof, if any, shall be to your account and responsibility.
- 13.3. You shall ensure that all persons employed by you shall be efficient, skilled and honest and conversant with nature of work.
- 13.4. You shall also comply with any subsequent changes announced by the Government in relation to labour laws without any additional cost to us.
- 13.5. You are advised to submit all necessary statutory documents to our AVP “ HR&Admin, or his authorized representative and obtain his clearance before starting any site activities. This is a MANDATORY requirement.

14. LICENCE & WORK PERMIT FOR SITE WORK:

You shall obtain relevant licence and work permit for carrying out the work at your own expenses.  
All approval required from railway to be obtain by you.

15. COOPERATION WITH OTHER CONTRACTORS:

You shall co-operate with other contractors and consultants engaged by us for furnishing information as required for other Contractors' Work. It is imperative that all contractors/ suppliers shall work and share information with each other for mutual interest and interest of the job.

16. STATUTORY APPROVALS:

You shall obtain all relevant statutory approvals from appropriate authorities. We shall only apply for such approvals as per your advice. Any modification or additional requirement by the concerned authorities shall be carried out.

17. SUBMISSION OF BILLS:

Your bills duly certified by the EIC has to be addressed & submitted to the GM Accounts, UAIL, Doraguda, P.O. Kucheipadar, Dist. Rayagada 765 015, Orissa, who shall process your bills & release payment.

18. TRANSFER OF THE CONTRACT:

You shall not, without our prior written consent, assign or transfer this order or any part thereof, provided that any such consent shall not relieve you, as the case may be, from any other obligations, duty or responsibility under this order.

19. SUB-CONTRACTING: You shall be fully and directly responsible for all the jobs and omissions of sub-contractors engaged by you and also for consideration of their work with those of the sub-contractors. You shall be responsible for overall performance of this order. You shall assume responsibility for binding every sub-contractor to the terms of the order. You shall undertake all obligations relating the sub-contractors, if any, and their men and nothing contained in contract documents shall create any contractual relation between your sub-contractor and us.

20. CONFIDENTIALITY:

- 20.1. The Parties hereto shall keep confidential and shall not, without prior written consent of the other Party hereto, disclose to any third party any documentation, data and other information furnished directly or indirectly by the other Party hereto in connection with this order or use such documentation, data and information for purposes other than this order, whether such information has been furnished prior to, during or after this order.
- 20.2. However, the aforesaid obligation shall be subject to the exception as regards to information already within public domain and information disclosed under any statutory order or court order.

21. SAFETY & SECURITY.

- 21.1. You shall be solely and exclusively liable and responsible for compliance with all applicable safety laws, rules and regulations, the safety of workmen, agents, employees or others whom it may engage or employ for the purpose of the Contract. You shall abide by the safety rules and practices strictly including use of proper personal protective equipment/appliance by its people working at site. No work should be undertaken without a work permit issued by us. Only those persons who are medically fit and have no phobia for working at height should be engaged by you for such jobs. All persons working at a height are to be provided with double line safety belt. Non-compliance to safety guidelines shall result in severe penalties including possible cancellation of the order. You shall compensate us for loss or liability suffered or incurred on account of defaults or non-compliance to safety guidelines by you. You shall indemnify us against all losses, damage, claims, actions, proceedings, penalties, costs and other liabilities suffered or incurred on account of your default, under this Clause or any incident or accident arising out of the neglect or omission or other reasons attributable to you.
- 21.2. Related law and order situation and security of your personnel, machinery, material etc at site shall be your responsibility.
- 21.3. You shall be responsible for proper fencing, guarding, lighting, and security for all the works at the site and for the proper provision of temporary road ways, footways, guard and fences on the site as far as may be necessary for the works and so as not to endanger us and occupiers of adjacent property, the public and others, all in accordance with good industrial practice.

22. HEALTH, SAFETY & ENVIRONMENT:

You shall observe & comply with all rules, regulations pertaining to Health, Safety & Environment during the execution of work. UAIL reserves the right to stop any work that it deems as unsafe at any point of time. You shall submit a "Job Starting Intimation Letter" to the concerned department for commencement of work.(As per attached HSE policy.

23. FORCE MAJEURE:

- 23.1. Force majeure shall mean any cause, existing or future, which is beyond the reasonable control of any of the Parties including major Sub-Supplier's Works (List of major Sub-Suppliers shall be submitted by you for our approval within one month from the date of Contract signing) including acts of God, storm, landslide, fire, floods, inundation, cyclone, earthquake, explosion, epidemics, quarantine, riot, 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), strike, lockout, breakdown of the plant or any such event at our site.
- 23.2. Neither Party shall be liable for the failure to perform any obligation in terms of the Contract if and to such extent such failure is caused by a Force Majeure.
- 23.3. The Party(s) prevented to fulfill its obligations (hereinafter referred to as "the Affected Party") by Force Majeure shall promptly notify the other Party(s) within one week of occurrence as well as cessation of such Force Majeure event, and it shall be established by the Affected Party that the force majeure situation 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.

23.4. The periods of performance of this order as agreed upon shall be extended by the period of delay caused by such force majeure, as long as the period of force majeure does not last longer than three months.

23.5. If a Force Majeure continues for more than six 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, you shall be entitled to the payment of costs incurred up to that time for all Works completed on submission of substantiated invoice on the one hand and shall be liable for prompt refund to us the unearned portion of all the corresponding advance payments received by you from us on the other hand.

24. TERMINATION OF CONTRACT:

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

24.2. In the event of the failure of either Party to fulfill its obligations under the order and if such default or inability is not remedied within thirty (30) days of receipt of written notice of the same, the other Party may terminate the Contract forthwith by written notice to the defaulting Party.

24.3. In the event of termination of the Contract for reason whatsoever under this Clause, we shall be liable to pay to you the costs including reasonable profit and expenses already incurred by you in connection with the order supported by substantiated documents provided you have fulfilled your obligations for which payments are sought to be obtained from us on the one hand or you shall be liable to refund to us any unearned portion of the advance paid by us on the other hand.

24.4. Upon termination of the Order for any reason whatsoever, you shall deliver to us all completed Works, specifications, documents, designs, drawings and data sheets or other related papers and plant, machinery and equipment that you are obliged to supply under the order and which have been paid for by us or we may have given, for the purposes of the order.

24.5. The termination of the Order shall be without prejudice to the right(s) of either Party in respect of any or any other breach of the Order, due or accrued up to termination, unless waived in writing by agreement made by the Parties hereto.

24.6. Except as otherwise provided for in the Order, neither Party shall 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 the Order hereunder.

24.7. Clauses on Environmental Standards, Intellectual Property Rights, Arbitration, Confidentiality and Risk & Cost, shall survive termination of the Order, for any reason whatsoever.

25. SUSPENSION OF WORK:

25.1. When situation so demands, we reserve the right to suspend the order with due notice to you and subsequently reinstate the performance without invalidating the provisions of the order. The stipulated period of performance on your part shall be relaxed to cover the suspended delays and all additional costs including for storage and insurance.

25.2. In case period of suspension of Works is more than six months, you shall discuss with us to take all steps to minimize extra financial implications during suspended period and to restart the Works at the end of the suspension period. This financial implication shall not be considered if the suspension of Works is done by us for reasons attributable to you.

26.GOVERNING LAW:

The laws of India shall govern this Contract. Courts in Cuttack shall have exclusive jurisdiction over all matters arising out of this Contract, provided however those arbitration proceedings shall be exclusively governed by Clause 11 of this order.

27. ENCLOSURES:

Annexure-II UAIL HSC Policy.

Annexure-III Code of Conduct.

Annexure-IV : NFA

28. ACCEPTANCE OF ORDER:

You are requested to confirm your unconditional acceptance of this order by signing the acceptance copy of this order within 03 days of issuance of this order. otherwise it will be treated as accepted.

29. Assignment by Company :

Contractor hereby consents to the creation by the Company of a security assignment of the Contract in favour of any Financing Entity and hereby undertakes to execute upon request of the Company such documents as may be reasonably and customarily required to give effect to any such assignment provided that the Contractors consent, which shall not be unreasonably withheld or delayed, shall be required for the inclusion in such documents of any terms other than a simple confirmation of the consent given above or a simple acknowledgement of a notice of an assignment pursuant to this Clause. Any stamp duty and all costs & expenses payable in respect of such documents shall be to account of Company in respect of any such documents required to be signed by Contractor.

GENERAL TERMS & CONDITIONS :

1. Price:

The price mentioned in the Purchase Order is firm and fixed till the delivery of entire material and is not subject to any price escalation on any ground unless explicitly mentioned in the order.

2. GST and other taxes:

- a) GST shall be paid by UAIL. You shall have to pay GST and file return immediately after dispatch.
- b) You/Vendor shall liable to fulfil all statutory compliance as may be required by Government of India from time to time, which without limitation to include issue E-invoice, filing GST Returns and paying GST amount on or before due dates. Any non-compliance shall entitle UAIL to withhold the sum dues to indemnify their exposures.

3. Completion Period:

Supply :  
Delivery schedule must be strictly followed. If the materials are not delivered strictly within the stipulated time, we reserve the right not to accept the material and/or levy Liquidated Damages as specified in the Purchase Order. Partial dispatches are not allowed unless authorized explicitly in writing by us.

4. Transportation and Transit Insurance:

The entire material shall be dispatched by road through the authorized transporter of UAIL as mentioned in the PO. In case dispatches are made through any other means or any other transporter, the extra expenses incurred by UAIL, if any will be realized from the supplier  
Transit Insurance from point of loading to point of discharge will be covered by UAIL unless otherwise agreed. The supplier has to inform UAIL about the dispatch particulars by Fax/e- mail addressed to the concerned Buyer.

5. Dispatch Documents:

Bill(s) / Document(s) (one in Original + one set in duplicate) should be sent along with challan and LR/WB/RR to Head (Accounts) and Head-Materials respectively. Bills / Challans should contain all relevant information like Vendor Code, Order No., Item Code, etc., as given in the PO besides supplier's GST & PAN No..  
The dispatch documents should consist of the following:

- a) Invoice giving details of taxes.  
b) Packing list  
c) Test/Inspection report  
d) Material Test Certificate  
e) Original consignee copy of LR  
f) Warranty / Guarantee certificate  
.

6. Guarantee & Warranty clause:

The entire materials/equipments supplied by you shall be in strict conformity with the specifications and data mentioned in the LOI / PO. It should be free from any defects arising out of poor design, workmanship, inferior material or all the items. The entire material/equipments shall be under guarantee for a period of 12 months from the date of commissioning or 18 months from the date of supply, whichever is earlier. In case of any defects attributable to design, material, manufacturing and workmanship arises after commissioning of the equipment and is not found to perform within the guarantee period, the seller shall replace such defective portion or part free inclusive of all costs such repair/replacement shall be carried out without loss of time. Any spares that may be required during the guarantee period (except consumable spares) shall be supplied free of charge. In case higher Guarantee Period has been agreed upon, the same will prevail.  
In case the equipment /spares do not perform for the ratings specified, then the supplier will be allowed to rectify the defect. Even after making efforts to rectify the defect within reasonable time (mutually agreed), then UAIL will have the option to reject & return the equipment/spares against reimbursement of all payments made to supplier.

7. Inspection and Testing before dispatch:

UAIL has the right to witness the necessary inspection and testing of all equipment/materials mentioned in the PO during and after manufacture and before dispatch, to ensure seller's compliance with the specifications mentioned in the LOI / PO and the standards according to which seller has produced.  
The authorized representative of UAIL shall have at all reasonable times right to visit manufacturer/his sub-vendor Works to witness inspection and testing of the equipment / materials. However, UAIL reserves the right to arrange third party inspection at UAIL's cost, unless otherwise agreed.  
The supplier has to inform at least 02 weeks in advance before the dispatches are made about the readiness and to arrange inspection. Inspection / approval by UAIL does not absolve supplier's responsibility as per the terms of LOI / PO.

8. Final inspection will be done at our plant (unless otherwise Specified in the PO :

Payment will be made for actual weight or quantity accepted by us. Our measurements/inspection shall be final and binding. Rejected material will be returned by us at supplier's risk and cost (including to and fro transportation cost). Unless specifically advised by supplier regarding mode of return of rejection, UAIL will be free to choose any means for return of rejected goods. Supplier will intimate well in advance the methodology of documentation to be done specially for GST (ITC related Activities).

9. Operation & Maintenance Manuals (wherever applicable):

The seller has to deliver four sets of Operation & Maintenance manuals comprising of the following along with the equipment.

a) Equipment information.  
b) Instructions for equipment erection / commissioning.  
c) Operation and maintenance instructions including start-up and shutdown procedures, adjustment, lubrication schedules, preventive maintenance, trouble shooting, repair instructions.  
d) List of spare parts and lubricants used.  
e) Complete list with specifications for all bought out components.

10. TAX DEDUCTION:

Necessary tax deduction shall be made by UAIL as per the Government rules.

11. OTHER TERMS & CONDITIONS:

- a) The packing material and other accessories to be used for executing the above Purchase Order should be Biodegradable meeting our EHS norms.  
b) Due care should be taken during handling and transportation for prevention of Pollution due to spillage etc. Transporter must have "Transport Emergency card" during transit of Hazardous chemicals.  
c) Supplier should send order acknowledgement within 7 (Seven) days of receipt of PO. This order if not accepted should be returned within 48 hours stating reasons for non-acceptance. If we don't receive any acceptance within 7 (Seven) days, we will presume that all the terms and conditions given in order are acceptable to Supplier.  
d) Any demurrage, wharf age, or similar charges to which Buyer becomes liable because of Sellers failure to book the goods in accordance to Order and or late delivery of LR/RR receipt shall be borne by Supplier.  
e) Timely delivery of the material shall be essence of PO and any failure on that score will entail the Buyer to purchase the material from other sources at the prevailing market rate at the cost and risk of the Supplier without any prejudice to the right of the Buyer to cancel the Order. (Buyer reserves the right to purchase goods from market on Supplier's risk and cost).  
f) Prices are fixed and firm till completion of order.  
g) The Vendor hereby warranties that at the time of the delivery of shelf-life items at Hindalco stores, the remaining life of the material must be at least 75% of the total life. However, Hindalco will have undisputed rights to accept the materials, in emergency cases, if the material is likely to be consumed within the expiry of the shelf life. For any other scenario, the material will be rejected at Hindalco's discretion.

12. ARBITRATION:

If any dispute and/or differences shall at any time arise between UAIL and Supplier 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 LOI / PO, such disputes and/or differences shall be settled mutually through discussions between the representatives of the parties in the first instance, failing which the same shall be finally settled by an Arbital Tribunal composed of a panel of three Arbitrators, one to be appointed by Claimant(s) and one to be appointed by Respondent(s) and the two Arbitrators, so appointed, shall appoint the third Arbitrator who shall act as the presiding Arbitrator. The Award of the Arbital Tribunal shall be final and binding on the parties and the provisions of the Arbitration and Conciliation Act, 1996 and the Rules made there under and any statutory modification and re-enactment thereof shall be deemed to apply and to be incorporated in this Contract, Place of Arbitration shall be at Unit Location District and Arbitration proceedings shall be in English language.

13. Governing Law & Jurisdiction:

The Purchase Order shall be subject to Indian laws and the Courts of competent Jurisdiction in Unit Location District alone shall have exclusive jurisdiction.

14. Information Security , Confidential Agreement:

All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by Buyer to Supplier's Representative or Agent, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) rightfully and legally known to the Seller at the time of disclosure; or (c) rightfully and legally obtained by the Seller on a non-confidential basis from a third party.

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 are committed to demonstrate excellence in quality, environment and occupational health & safety for sustainable development.

To Achieve this, we shall:

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

We shall communicate and make this policy available to all stakeholders.

Condition related to EOH&S

Material Supplier :

- 1. Supplier should comply with all Environmental Rules and Regulations, applicable to their supplies.
- 2. Supplier should provide MSDS for all materials, as applicable.
- 3. For transport, Supplier should use authorized transporter; Supplier should provide TERM Card, as applicable.
- 4. All Vehicles, used for transportation should comply with Motor Vehicle Rules, 2014.

Service Provider :

- 1. Suppliers, working inside the factory should ensure that they do not contaminate Water and Air.
- 2. Any Waste, generated during work inside the factory to be disposed of as per instructions given by us.
- 3. Supplier to ensure good housekeeping in their area of work inside.

UAIL SUPPLIER CODE OF CONDUCT

Purpose and Scope

Utkal Alumina International Limited ("UAIL/Company") has developed a Supplier Code of Conduct (this "Code") to clarify our expectations in the areas of business integrity, human rights, labor practices, associate health and safety, and environmental management. The Code expresses UAIL's commitment to responsible sourcing while conducting business ethically. Our materials are sourced in a responsible manner that minimizes negative impacts on the environment and society. We are also committed to inculcate sustainable sourcing practices and engage with our suppliers in improving the ESG performance across our supply chain. It explains what it means to act with integrity and transparency in everything we do and in accordance with our unique culture and values. The Code is intended to complement UAIL's Code of Conduct and the other policies and standards referenced therein. All of the standards mentioned herein emanate from the parent company (Hindalco) Policies (<http://www.hindalco.com/Investor-centre/Policies>) and Aditya Birla Group Policies (<http://sustainability.adityabirla.com/policies.php>)

Sustainability

Sustainability is one of the key components of our decision-making process. We, at UAIL,operating across the process chain from mining till Bauxite refining, strive for excellence in sustainable processes, products and practices to create long term value for all our stakeholders, while conserving resources, protecting environment and enriching societal

wellbeing. This Code is developed based on global best practices such as safety, health,environment, human rights, ethical and fair business practices. The Code is aimed at creating a positive impact on the sustainable business practices across UAIL's value chain and its compliance is a key criterion for selection and partnerships with our suppliers.

Suppliers, vendors, contractors, consultants, agents and other providers of goods and services, who do business with UAIL are expected to follow this Code.

Business Conduct Principles:

UAIL is committed to (i) conducting its business ethically and in accordance with all applicable laws; (ii) adhering to standards of safety and care for the protection of its employees, the public, and the environment; and (iii) promoting these policies through education,supervision, and regular reviews. UAIL expects its suppliers to conduct business responsibly,with integrity, honesty, and transparency, and to adhere to the following principles:

1. Maintain awareness and comply with all applicable laws and regulations applicable to their operation.
2. Compete fairly for Company's business, without paying bribes, kickbacks or giving anything of value to secure an improper advantage.  
UAIL is committed to conducting business legally and ethically within the framework of a free enterprise system.  
UAIL suppliers are expected to:  
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. Not to offer/accept bribe or do not let others offer/accept bribe on their behalf  
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. Not tolerate any forms of corruption, including extortion and bribery, as well as any payment or benefit that may influence government officials, other regulatory bodies or violate the law
3. Observe UAIL's policies regarding gifts and entertainment and conflicts of interest when dealing with UAIL employees.  
Suppliers are prohibited from providing or offering gifts to UAIL employees that could inappropriately influence UAIL's business decisions or gain an unfair advantage.
4. Encourage a diverse workforce and provide a workplace free from discrimination,harassment or any other form of abuse.  
Suppliers shall create a work environment in which employees and business partners feel valued and respected for their contributions. Harassment, including unwelcome verbal,visual, physical, or other conduct of any kind that creates an intimidating, offensive or hostile work environment will not be tolerated. Employment decisions must be based on qualifications, skills, performance, and experience.
5. Labor and Human Rights.  
UAIL is committed to respect the fundamental human rights of our workforce and the communities around our operations.  
UAIL suppliers are expected to:  
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.Respect the personal dignity, privacy and rights of each employee  
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.Respect the right to freedom of association of their workers, fair employment policies  
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.Not to use any form of forced, bonded, indentured, involuntary prison or slave labor  
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.Ensure there is no discrimination based on factors such as gender, nationality,caste, religion or ethnic background for employment and working conditions  
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.Follow the local applicable laws of working hours, rest days, wages, overtime and other benefits  
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.Provide women employees full protection from sexual harassment at workplace and compliance to the local regulatory requirements  
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.Adhere to the minimum employment age limit defined by national law or regulation and comply with relevant International Labor Organization (ILO) standards  
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.Respect the right to freedom of association and collective bargaining with incorporation of fair employment policies by the suppliers
6. Provide safe and healthy working conditions.  
UAIL values people as its most important resource and is committed to achieve excellence in Occupational Health and Safety (OHS) management at all locations and expect our suppliers to also make this a priority for their own employees and supply chain.  
UAIL suppliers are expected to:  
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.Comply with all applicable legal requirements and other requirements related to OHS across all our manufacturing units and follow zero tolerance policy on act of safety violation  
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.Provide a healthy and safe workplace by identifying potential hazards, evaluating risks and establishing control measures to reduce the identified risks  
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.Provide potable drinking water and adequate restrooms; fire exits and essential fire safety equipment's, emergency aid kits and access to emergency response including environmental, fire and medical
7. Carry out operations with care for the environment and comply with all applicable environmental laws and regulations.  
As a responsible company, our ongoing endeavor is to manufacture products through processes that have minimum impact on the environment. We maximize ways to preserve the environment through state-of-the-art technology and a commitment to reduce waste in all forms. We expect our suppliers to have necessary systems to minimize the impact of their operations and products on the environment and maintain compliance with government regulations.  
UAIL suppliers are expected to:  
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.Comply with all international, national, and local environmental laws, regulations and permits as applicable to their business operations. Supplier should ensure that their operational permits are valid at all times  
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.Conserve key resources like electricity, coal, water, oil and raw materials by promoting efficient technologies, manufacturing process improvements, water conservation programs and efficient use of raw materials  
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.Promote and strengthen the waste management practices by prevention,reduction, reuse, recycle and recover to minimize waste generation  
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.Adhere to all applicable laws pertaining to deforestation and afforestation  
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.Act in accordance with applicable standards and regulations for prevention of pollution such as air emissions, effluents discharge, soil contamination etc.  
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.In adherence with the applicable laws, avoid deforestation, adopt land conservation and afforestation measures, and reduce impacts on biodiversity.Ensure that activities do not disturb the natural habitat and contributes to their restoration.  
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.Monitor energy consumption and GHG emissions across their operations and take necessary measures to improve energy efficiency and reduce GHG emissions.Increase share of renewable energy source to minimize reliance on conventional energy sources such as fossil fuels.
8. Conflict Mineral.  
UAIL is committed to maintain transparency in the supply chain and conduct thorough due diligence to ensure that the minerals are not sourced from Conflict Affected and High-Risk Areas (CAHRA). Suppliers shall comply with applicable conflict minerals rules and regulations ensure sourcing of minerals in accordance with the applicable laws and regulations. Suppliers shall adopt policies and processes to ensure the sourcing of minerals from conflict free zones in a socially responsible way
9. Maintain accurate financial books and business records in accordance with all applicable legal and regulatory requirements and accepted accounting practices
10. Deliver products and services meeting applicable quality.  
UAIL is committed to producing high quality and safe products. Suppliers involved in any aspect of developing, handling, packaging, or storing our products are expected to:  
a. Know and comply with the product quality standards, policies, specifications, and procedures that apply to the products produced at their location.  
i. Follow and adhere to good manufacturing practices and testing protocols  
ii. Comply with all applicable central, state, and local laws and regulations  
iii. Report issues immediately to UAIL that could negatively affect the quality or public perception of a UAIL product
11. Support compliance to this Code by establishing appropriate management processes and cooperating with reasonable assessment processes requested by UAIL.  
To conduct business with Company, suppliers should enter into contracts and execute purchase orders that mandate compliance with this Code. With prior notice, UAIL may conduct reasonable audits to verify Supplier's compliance with this Code.
12. While, we as a company strive to implement the standards outlined in this Code within our own operations and expect our suppliers to do the same, we also ask that your company expects its suppliers to adopt similar standards through a policy of your own, applicable to your suppliers. By seeking to influence the adoption of responsible guidelines and standards within your supply chain, we can work together to make a positive impact on society
- In case of any potential violation or related queries please contact  
- Email id: abg.ethicshelpline@integritymatters.in

PO.No : 13692318585 PO Date : 18-MAY-2024

- Toll free Hotline no.: 1800-102-6969
- Web portal: abgethicshelpline.integritymatters.in

All such reports are treated as confidential and you may remain anonymous wherever permitted by law.

IIn case any violation of this Code is identified, the applicable supplier might, at UAIL's discretion, be given time to remediate the problem, with UAIL's assistance wherever possible.If the problem is not addressed in an effective way and within a clear timeframe that is acceptable to UAIL, UAIL reserves the right to terminate its business relationship with the violating supplier. UAIL also reserves the right to blacklist such suppliers from the Aditya Birla Group of Companies.

The undersigned acknowledges that it has read and understands the UAIL Supplier Code of Conduct and agrees to adhere to the provisions of the UAIL Supplier Code of Conduct

Supplier Name:\_\_\_\_\_

Signer's Name and Designation:\_\_\_\_\_

Signature:\_\_\_\_\_

Date:\_\_\_\_\_

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