

PURCHASE ORDER

(Domestic PO)



Page : 1/4

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Company

ULTRATECH CEMENT LIMITED
(UNIT: KOTPUTLI CEMENT WORKS)
VILLAGE : MOHANPURA, TEH: KOTPUTLI
DIST-JAIPUR (RAJASTHAN) - 303108
INDIA
Phone : 1421-325703
Fax : 1421-516237
Contact: RAKESH YADAV
Email : rakeshkumar.yadav@adityabirla.com

Purchase Order : GK/GKP/7130523938
Document Date : 14.12.2023
Validity Period : 01.10.2023-30.06.2024

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

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	Material Code	Item Qty	UoM	Item Price	Disnt	Net Value (INR)
	Date	Material Description			INR	%	(Inc Dis & Oth)
10	21143992		1.000	AU	50000.00		50000.00
	14.12.2023	CONDUCTING E AUCTION FOR SCRAP					
0010			1	AU	50,000.00		
		CONDUCT E AUCTION CHARGES 0.25% of Auct v					

1. SCOPE OF WORK:

1.1 YOU SHALL CONDUCT E-AUCTION FOR DISPOSAL OF SCRAP ITEMS/DISCARD ASSET FROM TIME TO TIME THROUGH E AUCTION.

1.2 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.

1.3 YOU SHALL PROVIDE PROPER PLATFORM, TRAINING AND SUPPORT TO ALL THE REGISTERED ELIGIBLE VENDORS DURING BIDDING PROCESS TO ENSURE TROUBLE FREE BIDDING.

1.4 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.

1.5 ULTRATECH CEMENT LTD UNIT: KOTPUTLI CEMENT WORKS, SHALL ISSUE SALE ORDER TO THE SUCCESSFUL BIDDER.

1.6 YOU SHALL COLLECT THE SECURITY DEPOSIT (EMD) AMOUNT FROM VENDORS BEFORE STARTING OF ANY BIDDING & DETAILS SHALL BE PROVIDED TO UTCL

1.7 YOU SHALL GENERATE & SHARE FINAL AUCTION REPORT IMMEDIATELY AFTER COMPLETION OF E AUCTION

1.8 YOU SHALL COORDINATE WITH H1 BIDDERS FOR DEPOSIT OF PAYMENT &

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Item	Indent No	Material Code	Item Qty	UoM	Item Price	Disnt	Net Value (INR)
	Date	Material Description			INR	%	(Inc Dis & Oth)

LIFTING OF MATERIAL.

1.9 RATES AS ABOVE SHALL REMAIN VALID FOR A PERIOD (I.E. FROM 01.10.2023 TO 30.06.2024).

2. FEES:

YOU SHALL BE PAID SERVICE CHARGES @ 0.25% ON THE SUCCESSFUL SALE VALUE (EXCLUDING DUTIES & TAXES). NO OTHER FIXED COST SHALL BE THERE.

3. PAYMENT TERMS: -

THE PAYMENT OF SERVICE CHARGES AS PER CLAUSE 2 ABOVE, TOGETHER WITH GST, 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 30 DAYS OF SUBMISSION OF YOUR BILLS.

Total value of PO in **INR**(Excluding Duties and Taxes) : 50,000.00

Rupees Fifty Thousand

TERMS & CONDITIONS

Integrated GST	:	18 %
Freight	:	
Packing & Forwarding	:	NIL
Handling Charges	:	NIL
Incoterms	:	/
Dispatch Mode	:	
Delivery Address	:	ULTRATECH CEMENT LIMITED UNIT:KOTPUTLI CEMENT WORKS VILLAGE :MOHANPURA,TEH: KOTPUTLI DIST-JAIPUR (RAJASTHAN) - 303108
Delivery Period	:	30.06.2024
Packing Instruction	:	
Insurance	:	Our Account
Payment Terms	:	Within 30 Days After Receipt Of Material

GST DETAILS

GSTIN No	:	08AAACL6442L1ZA
Income Tax PAN Number	:	AAACL6442L
Vendor's PAN No	:	AAOCA5506C
Vendor's GSTIN No	:	27AAOCA5506C1ZV

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 suppliers vehicle is caused due to negligence or otherwise either by the suppliers~~

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employee or by any workforce engaged by the supplier, then the supplier shall bear all costs incurred by UTCL for such incidents and UTCL shall proceed against the supplier for damages.

PRODUCT HARMFUL EFFECTS:

Along with the material supply you shall also provide information on harmful effects of product supplied by you on environment and safety aspects during handling.

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:

As per new section 194Q introduced vide finance act 2021 w.e.f. 01/07/2021, deduction of Tax at source is introduced on all payment made towards purchase of goods in specified situations. In the situation and based on the declaration of supplier, section 194Q applies to UltraTech and hence TCS would not be applicable u/s206C(1H) of the IT Act. With effect from 01/07/2021 UltraTech shall not make the payment to the supplier along with the amount of TCS u/s206C(1H) if UltraTech is liable to deduct TDS u/s194Q of the IT Act. However wherever as per applicability of section 206C(1H) read with Sec. 194Q of IT Act, TCS is collected by supplier of goods/material, such supplier shall provide valid TCS certificate in accordance with prevalent provisions of Income-tax Act 1961 and Rules thereon. The supplier should also ensure that correct details are filled in the TCS returns filed with the authorities. Supplier will indemnify UltraTech against any and all liabilities or claims arising for any taxes and duties including interest and penalty, due to non-available of TCS credit to UltraTech on account of filing incorrect details in the e-TCS return/ wrong representation /information / document provided by the supplier from time to time or due to any non-compliance on his part.

UltraTech shall make the payment to the supplier towards supply of goods after deduction of tax at source u/s194Q of the Income-tax Act 1961 (IT Act) w.e.f. 01/07/2021 wherever applicable. UltraTech shall provide the TDS certificate on quarterly basis after filing of TDS return as applicable in accordance with prevalent provisions of IT Act and Rules thereon. In absence of PAN, TDS would be deducted at higher rate u/s206AA of the IT Act. The supplier shall give the declaration as per the format provided by UltraTech, declaring their Turnover and other details as required to determine



the applicability of TDS under this Section.

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 u/s139(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.

Further w.e.f. 01/07/2021 there would be change in the clause relating to for S. 206C(1H) of the IT Act.

TEST CERTIFICATE:

You will ensure that material is accompanied by all relevant certificate, failing which the material may be liable for rejection

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;

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, without prejudice to the right to claim penalty before the competent court.

We require order acknowledgement immediately.

**For ULTRATECH CEMENT LIMITED
(UNIT: KOTPUTLI CEMENT WORKS)**

VIVEK SHARMA
SENIOR MANAGER (MATERIALS)