

# SERVICE ORDER



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**Company**

ULTRATECH CEMENT LIMITED  
(UNIT: AWARPUR CEMENT WORKS)  
P.O.: AWARPUR  
TAL: KORPANA  
DIST: CHANDRAPUR (M.S.) - 442917  
INDIA  
Phone : 07173-266072  
Fax : 07173-266341  
Contact: PRASANTA KUMAR PADHI  
Email : prasanta.padhi@adityabirla.com

**Service Order** : AW/AWH/7624023777

**Document Date** : 10.02.2021

**Validity Period** : 10.02.2021-09.02.2022

**Vendor Code** : 814022  
A ONE SALASAR PVT LTD  
MULUND LINK ROAD, BHANDUP (W)  
MUMBAI - 400078  
INDIA  
Phone : 022 25660141  
Fax :  
Email : veena@aonesalasar.com  
Mobile : 7710024022  
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	Service Code	Item Qty	UoM	Item Price	Disnt	Net Value (INR)
	Date	Service Description			INR	%	(Inc Dis & Oth)
10	20932783		1.000	AU	50000.00		50000.00
	30.01.2021	E-AUCTION FOR DISPOSAL OF SCRAP MATERIAL					
0010			1	AU	50,000.00		
		E-AUCTION FOR DISPOSAL OF SCRAP MATERIAL					

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

**Rupees Fifty Thousand**

## TERMS & CONDITIONS

Central GST : 9 %  
State GST : 9 %  
Service Location : ULTRATECH CEMENT LIMITED  
UNIT: AWARPUR CEMENT WORKS  
TAL: KORPANA  
P.O.: AWARPUR  
DIST: CHANDRAPUR (M.S.) - 442917  
Completion Period : 09.02.2022  
Insurance of Person : Your Account  
Payment Terms : Refer text "terms of payment " in header

## GST DETAILS

GSTIN No : 27AAACL6442L1ZA  
Income Tax PAN Number : AAACL6442L  
Vendor's PAN No : AAOCA5506C  
Vendor's GSTIN No : 27AAOCA5506C1ZV  
This order as per earlier order no.7624020730 dt.19.04.2019



NOTE: The quantity mentioned in order is indicative, payment will be paid as per actual certified quantity consumed.

#### 1. SCOPE OF WORK:

1.1 You shall conduct e-auction for disposal of scrap/ obsolete items from time to time.

1.2 List of such items and tentative quantity shall be provided by UltraTech Cement Ltd Unit:Awarpur Cement Works,time to time.

1.3 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.

1.4 You shall provide proper platform, training and support to all the registered eligible vendors (as approved by us) during bidding process to ensure trouble free bidding.

1.5 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.

1.6 UltraTech Cement Ltd Unit:Awarpur Cement Works, shall issue sale order to the successful bidder.

1.7 Rates as above shall remain valid for a period of one year (i.e. from 19.04.2019 to 18.04.2020).

#### 2. FEES:

You shall be paid service charges @ 0.25% on the successful sale value (excluding duties & taxes). However, service tax shall be paid, if applicable and shown separately in invoice raised by you.

#### 3.VALIDITY:

The contract shall be valid from 10.02.2021 to 09.02.2022

#### 4. 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.

5. GST: GST 18% shall be paid extra, if applicable and shown separately in invoice raised by you.

6. TDS as applicable, shall be deducted from your bills as per IT Rules.

7. CANCELLATION: We reserve the right to cancel the contract at any stage without assigning any reasons and any compensation to you.

8. During the execution of assigned job/services, you or your employee will know many of our information and data(whether oral or contained in written or other tangible medium). You will ensure that all the information and data will not (except as required by applicable law, regulation or legal process) without prior written consent of SCR, Copy, Print, Reproduce, Distribute or disclose any information in any manner whatsoever and keep the information confidential.

#### 9. DISPUTES & JURISDICTION:

Regd Off : Ahura Centre , 2nd Floor , B Wing , Mahakali Caves Road , Andheri(east) , Mumbai-400093.  
:L26940mh2000plc128420

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In the event of any dispute arising out of this contract, Rajura Court (Dist:Chandrapur)Maharashtra, shall have the sole jurisdiction in this matter.

#### 10. 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

11. Sub-contracting/ subletting: The Contractor shall not directly or indirectly transfer, subcontract, sublet the contract activity or part thereof to any third party without prior written permission from UTCL.

12. We reserve the right to terminate the contract at any time during the currency of the contract by giving one month notice in writing, if we observe repeated defaults, unsatisfactory performance, breach of any terms and conditions of the contracts or your non-compliance with any statutory requirements. Such termination shall not create any claim for damages or any liabilities to ourselves.

#### **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.

#### **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.

#### **CENVAT INVOICE CLAUSE:**

In case the Excise Invoice/Service Tax Invoice is not received by us within 6 months from the date of such invoice due to any reason being attributable on your (supplier/service provider) part, the excise duty or service tax charged in such invoice will not be paid to you. And in case, the advance payment is made to you including taxes on the basis of proforma invoice, then the tax collected by you on the proforma invoice shall be reimbursed to us.

#### **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:**

UltraTech shall make the payment to the supplier along with the amount of TCS us/206C(1H) if applicable. Wherever 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.

**SAFETY:**

You will follow the safety norms as per UTCL standards.

We require order acknowledgement immediately .

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

SH-PURCHASE